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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

MARIA MARTINEZ on behalf of herself, all others similarly situated, and on behalf of the general public,

Plaintiff,

vs.

TIM HOFER, INC.; ENVIRONMENT CONTROL CENTRAL CAL, INC.; and DOES 1-100,

Defendants.

Case No.: BCV-24-101779

PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

Date: October 30, 2026
Time: 8:30 a.m.

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I. INTRODUCTION

This motion seeks final approval of a non-revisionary $555,000 proposed wage and hour action settlement by Plaintiff Maria Martinez ("Plaintiff") and Defendants Tim Hofer, Inc. and Environment Control Central Cal., Inc. ("Defendants") (collectively, Plaintiff and Defendants are the "Parties").[1] The settlement is on behalf of all current and former hourly-paid non-exempt employees of Defendants who worked within the State of California at any time from May 29, 2020 through September 15, 2025, and who did not execute an arbitration agreement relating to their employment.

This settlement seeks relief for 185 Class Members and will provide Class Members with an average estimated payment of approximately $1,630.83, with the highest estimated award being approximately $4,420.62. Additionally, there are 66 PAGA aggrieved employees with an average estimated payment of approximately $265.15, with the highest estimated award being $388.68.[2]

This case required 389 hours of attorney time from Class Counsel. This litigation involved significant investigation and discovery, and a full day of mediation. Plaintiff moves for final approval of attorneys' fees in the amount of $185,000, which represents one-third of the Gross Settlement Amount ("GSA"). As will be demonstrated herein, Plaintiff's attorney fee request is supported using the percentage fee method and the lodestar method. Second, Plaintiff moves for final approval of litigation costs in the amount of $11,306.73, incurred in litigating this matter. Third, Plaintiff moves for final approval of payment of $6,990 to the Settlement Administrator, Apex Class Action, LLC ("Apex"), for the costs and fees of administering settlement. Fourth, Plaintiff moves for final approval of payment to the Labor and Workforce Development Agency ("LWDA") under the Private Attorneys' General Act of 2004 ("PAGA") in the amount of $32,500 (65% of the $50,000 allocated to PAGA penalties).

The requested amounts of attorneys' fees, litigation costs, settlement administration costs, and PAGA payment were fully disclosed to the Class Members when the Class Notice was mailed to them on June 29, 2026. Most importantly, the Settlement and all its terms received overwhelming

[1] The Parties' Agreement is attached to the Declaration of David Mara, Esq. ("Mara Dec.") as **Exhibit 1**. "**Ex. 1**" herein refers to the Parties' Agreement.

[2] Declaration of Missy Carey of Apex Class Action, LLC Regarding Notice and Settlement Administration ("Carey Dec.") ¶¶ 16-18.

support from Class Members as there were no objections and disputes, and no requests for exclusion.[3] The Court is therefore respectfully requested to honor the Class Members' endorsement of the settlement and grant final approval of the settlement, attorneys' fees, litigation costs, costs of settlement administration, and payment to the LWDA pursuant to PAGA in the amounts as preliminarily approved by this Court, as fully disclosed to the Class Members, and as requested herein.

II. INVESTIGATION AND LITIGATION HISTORY

a. Background and Litigation History

Defendants provide cleaning and maintenance services to their customers in California. To carry out their business, Defendants employ hourly non-exempt employees, like Plaintiff. *See* Mara Dec. ¶ 9. Plaintiff submitted her Notice of Labor Code Violations to the LWDA on May 8, 2024. A class action complaint was filed by Plaintiff on May 29, 2024, in the Superior Court County of Kern (Case No. BCV-24-101779) (hereinafter the "Class Action"). The complaint alleged the following causes of action against Defendants: 1) Failure to Pay All Straight Time Wages; 2) Failure to Pay Overtime; 3) Failure to Provide Meal Periods; 4) Failure to Authorize and Permit Rest Periods; 5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; 6) Failure to Pay all Wages Due at the Time of Termination; 7) Failure to Reimburse Business Expenses; 8) Failure to Adopt a Compliant Sick Pay/ Paid Time Off Policy; and 9) Violation of Unfair Competition Law. Plaintiff then filed a separate PAGA action on July 15, 2024, based on the same wage and hour claims (Case No. BCV-24-102358). The PAGA action was later dismissed as, on March 25, 2025, Plaintiff filed a First Amended Complaint adding in a cause of action under PAGA in the Class Action (Case No. BCV-24-101779). *See* Mara Dec. ¶ 10.

b. Discovery and Investigation

The Parties conducted significant investigation and discovery of the facts and law. The discovery resulted in the production of thousands of documents and hundreds of thousands of lines of data. Defendants produced relevant policy documents that covered Class Members' employment with Defendants, such as employee handbooks and Defendants' wage and hour policies. Defendants also produced the time and wage records for Class Members. Plaintiff also requested, and Defendants

[3] *See* Carey Dec. ¶¶ 10-14.

produced, employee data points, such as the number of Class Members and the number of workweeks worked by Class Members during the relevant time period, such that Plaintiff could sufficiently establish the potential exposure. Defendants also produced a list of Class Members and their contact information after completion of a Belaire West notice procedure. This discovery permitted Plaintiff to fully understand the nature and scope of the allegations made in the Complaint. Mara Dec. ¶ 11.

c. The Parties Agreed to Attend Mediation

The Parties attended an all-day mediation with respected mediator Doug Leach on January 29, 2025. Ahead of that mediation, Defendants provided class-wide data, documents, and information permitting Plaintiff and their lawyers to fully evaluate class-wide exposure. This mediation was not successful. The Parties then engaged in substantial formal discovery which resulted in production of Defendants wage and hour polices, a class list containing class members' contact information, and class members time and wage records. The Parties subsequently reengaged in arms-length negotiations through Mr. Leach, which ultimately resulted in the Parties accepting a mediator's proposal on or around December 16, 2025. The Parties then met and conferred over all the terms of the settlement and finalized their settlement in the Parties' Agreement. The Parties seek final approval of the Agreement in the instant motion. Mara Dec. ¶ ¶12-13.

III. THE PROPOSED SETTLEMENT AND THE CLASS MEMBERS' RESPONSE

a. Non-Reversionary Settlement Amount and Deductions from the Settlement

Defendant will pay the non-reversionary total sum of $555,000 ("Gross Settlement Amount" or "GSA"), which includes, subject to Court approval: (a) attorneys' fees of up to $185,000 (one-third of the GSA); (b) actual litigation expenses of $11,306.73, (originally estimated not to exceed $20,000); (c) settlement administration fees and expenses to Apex Class Action LLC ("Apex"), in an amount of $6,990 (originally estimated not to exceed $8,000); and (e) $50,000 allocated to Plaintiff's claims under the PAGA. Of this payment, 65%, or $32,500 will be provided to the LWDA, and 35%, or $17,500, will be available for distribution to PAGA Class Members.

b. Notice to the Class

On June 6, 2026, Counsel for the Defendants provided Apex with the class data file. Carey Dec. ¶ 5. Apex reviewed & cleansed the data for duplicates, discrepancies and any potential missing

information. Apex identified eight (8) records reflecting zero in their relevant Workweeks and PAGA Pay Periods and confirmed with Counsel for the Defendant that they should be removed. The finalized Class Data consisted of a total of 185 individuals. Carey Dec. ¶ 5. In preparation for the mailing process, all 185 names and addresses underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). Carey Dec. ¶ 6. On June 29, 2026, the Class Notice was sent to all 185 individuals listed in the Class List using U.S First Class Mail. Carey Dec. ¶ 7. Members had until August 28, 2026, to respond to the settlement. Carey Dec. ¶¶ 10-14. A total of 17 Class Notices were remailed. Carey Dec. ¶ 8. In total 5 Class Notices have been deemed undeliverable as no updated address was found notwithstanding the skip tracing. Carey Dec. ¶ 9.

The settlement received overwhelming support from the Class Members. Not a single Class Member has objected to the settlement or requested to be excluded. Therefore, currently, 185 Class Members are participating in the settlement, meaning 100% of the Class Members are Participating Class Members. Carey Dec. ¶¶ 10-14.

c. Distribution of Funds

Defendant shall fully fund the GSA ten (15) business days of the Effective Final Settlement Date. **Exhibit 1** at Section III (44)(K)(i). Within ten (10) business days after the Settlement Administrator's receipt of the GSA, the Settlement Administrator shall disburse the settlement funds. **Exhibit 1** at Section III (44)(K)(ii). Participating Class Members and Aggrieved Employees must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them. All funds associated with checks returned as undeliverable and funds associated with those checks remaining un-cashed shall be tendered to the State of California Controller's Office under the Unclaimed Property Statutes in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). **Exhibit 1** at Section III (44)(M)(ii).

IV. ARGUMENT

a. The Settlement is Fair, Reasonable, and Adequate and Satisfies the Standard for Final Approval

California Rule of Court, Rule 3.769, requires court approval for class action settlements. Cal. R. Ct. 3.769(g). California courts favor settlement. *Stambaugh v. Superior Court* (1976) 62 Cal. App. 3d 231, 236, *Potter v. Pacific Coast Lumber Co. of Cal*. (1951) 37 Cal. 2d 592, 602 ("[T]he law wisely favors settlements"). Accordingly, the Court must give "[due] regard to what is otherwise a private consensual agreement between the parties." *Wershba v. Apple Computer, Inc*. (2001) 91 Cal. App. 4th 224, 245.

In deciding whether to approve a class settlement, a court evaluates whether the proposed settlement is "fair, adequate, and reasonable." *Dunk v. Ford Motor Co*. (1996) 48 Cal. App. 4th 1794, 1801 (citing *Officers for Justice v. Civil Serv. Comm'n of City & Cnty. of S.F*. (9th Cir. 1982) 688 F.2d 615, 625); *Cho v. Seagate Tech. Holdings, Inc*. (2009) 177 Cal. App. 4th 734, 742 43. A court enjoys broad discretion to make its fairness determination. *Dunk*, 48 Cal. App. 4th at 1801. However, "a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk*, 48 Cal. App. 4th at 1802; accord *Wershba*, 91 Cal. App. 4th at 245. In addition, a court should consider additional relevant factors, including the strength of the plaintiff's case compared to the settlement amount; the risk, expenses, complexity, and likely duration of further litigation; and the fair treatment of class members in relation to each other. *Dunk*, 48 Cal. App. 4th at 1802; *see also In re Microsoft I-V Cases* (2006) 135 Cal. App. 4th 706, 723; *see also Boyd v. Bechtel Corp*. (N.D. Cal. 1979) 485 F. Supp. 610, 617.

At the time of preliminary approval, the Court was provided with sufficient information to satisfy three of the four *Dunk* factors, leaving the fourth factor, the number of objectors, unknown until after the Class had an opportunity to respond to the settlement. Subject only to the Class's reaction to the settlement, the Court preliminarily presumed the settlement was fair, adequate and reasonable. Not a single objection to the settlement has been submitted by any Class Member to the Settlement Administrator. Thus, the settlement is entitled to the presumption that it is fair and in all other respects proper and should be finally approved.

b. The Court Should Approve the Requested Fees and Costs

i. The Requested Fee Award is Fair and Reasonable, Calculated as a Percentage of a Common Fund

Class Counsel applies for an award of attorneys' fees in the sum of $185,000 (one-third of the GSA), and litigation costs of $11,306.73 (originally estimated not to exceed $20,000). (Mara Dec. ¶ 14). California courts have recognized an appropriate method for determining an award of attorneys' fees is based on a percentage of the total value of benefits to Class Members by the settlement, also known as the "common fund" method. *Serrano v. Priest* (1977) 20 Cal.3d 25, 34; *Serrano v. Unruh* (1982) 32 Cal.3d 621, 627; *Rawlings v. Prudential-Bache Properties, Inc.* (6th Cir. 1993) 9 F.3d 513, 516; *In re Rite Aid Corp. Securities Litigation* (3d Cir. 2005) 396 F.3d 294, 300. The purpose of the common fund/percentage approach is to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769. In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the Court stated: "[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs." Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110, the California Supreme Court recognized that the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share."

Indeed, the California Supreme Court confirmed in *Laffitte v. Robert Half Int'l, Inc.* that using the percentage method has many advantages:

> The recognized advantages of the percentage method - including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—convince us the percentage method is a valuable tool that should not be denied our trial courts.

Id. at 503 (internal citation omitted).[4] Because there is a defined and traceable benefit to the Class,

[4] *Laffitte* also held trial courts have discretion to assess reasonableness of fee awards with tools such as the lodestar cross-check, although they need not do so. *Laffitte*, 1 Cal.5th at 506 ("We hold further that trial courts have discretion to conduct a lodestar cross-check on a percentage fee . . . they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee").

the Court can base an award of attorneys' fees using a 'common fund' approach.

California law provides that an attorneys' fee award should be equivalent to fees paid in the legal marketplace for the result achieved and risk incurred. *Id.* at 47-50; *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503. In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Lealao v. Beneficial Cal., Inc.* (200) 82 Cal.App.4th 19, 50. Fee awards that are too small will "chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims." *Lealao*, *supra*, 82 Cal.App.4th at 53. Therefore, fees in class and representative actions should approximate the probable terms of a contingent fee contract negotiated by a sophisticated attorney and client in comparable litigation. *Id*. at 48.

"The ultimate goal . . . is the award of a 'reasonable' fee to compensate counsel for their efforts, irrespective of the method of calculation." *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court* (2005) 126 Cal.App.4th 1253, 1270). It is not an abuse of discretion to choose one method over another as long as the method chosen is applied consistently using percentage figures and/or rates that accurately reflect the marketplace. In cases where class members present claims against a settlement amount and the settlement agreement provides that the defendant agrees to paying the attorneys a percentage of the same, use of that percentage method is appropriate. *Lealao*, *supra*, 82 Cal.App.4th at 32.

Where the amount of a settlement is a "certain easily calculable sum of money," California courts may calculate attorneys' fees as a reasonable percentage of the settlement. Weil and Brown, California Practice Guide, *Civil Procedure Before Trial*, Chapter 14, § 14:145; *Dunk*, *supra*, 48 Cal.App.4th at 1808. The percentage-of-the-benefit approach is preferred in class and representative actions because "it better approximates the workings of the marketplace than the lodestar approach." *Lealao*, *supra*, 82 Cal.App.4th at 49. The purpose of the common fund/percentage approach is to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does

not bear the entire burden alone." *Vincent, supra*, 557 F.2d at 769.

Courts have consistently recognized that class action litigation is increasingly necessary to protect the rights of individuals whose injuries and/or damages are too small to economically justify legal action on an individual basis. Accordingly, in determining a reasonable fee award, courts award fees to serve as an economic incentive for lawyers to pursue such litigation in order to achieve increased access to the judicial system for meritorious claims and to enhance deterrents to wrongdoing. This is especially true in situations where multiple similar alleged wrongs would not be economically feasible to pursue individually, such as here. *See* A. Conte, *Attorney Fee Awards* (2d Ed., 1993) 104, at 6.

When the lawsuit was originally filed, the prospect of a long, drawn-out battle with a defendant represented by experienced counsel, was almost a certainty. By taking on this "battle" on a contingency basis, Class Counsel risked substantial economic loss if the results were not successful. This substantial risk is the reason that the courts approve the use of the percentage method when a settlement is obtained by the efforts of class counsel. *See Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49 (quotations omitted) (discussing the risks of engaging in litigation without certainty of compensation).

Under the terms of the Agreement, Defendants will pay a Gross Settlement Amount of $555,000. An award of attorneys' fees is to be calculated as a percentage of the total value of benefits made available to the Class Members under the settlement. In light of Class Counsel's prosecution and resolution of the case, the requested Attorneys' Fees are appropriate and reasonable. Class Counsel have obtained a substantial recovery on behalf of Plaintiff and the Class. Thus, the requested Class Counsel Fees Payment is appropriate. In short, Class Counsel's fee request of $185,000 (which represents one-third of the GSA) is in line with awards in similar cases in California and nationwide and demonstrates that Class Counsel's fee request is consistent with market rates and is reasonable.

ii. The Requested Attorney's Fee and Cost Award is Within the Range of Fees Approved in Comparable Common Fund Cases

Several studies of class action fee awards have found that the median common fund fee award

is approximately one-third of the total settlement fund.[5] The requested fee of 1/3 of the gross settlement amount falls within that median common fund fee award, and it constitutes fair compensation for undertaking complex, risky, expensive, uncertain, and time-consuming litigation on a contingent basis and compensates Class Counsel for their efforts, as well as the result achieved for the benefit of the Class. Numerous state and federal courts in California routinely approve fee requests equal to or greater than 33% of the common fund. Indeed, courts have found that an award of 33% of the common fund represents the "benchmark" in California.[6] In short, Class Counsel's fee request of $185,000 (which represents one-third of the GSA) is in line with awards in similar cases in California and nationwide and demonstrates that Class Counsel's fee request is consistent with market rates and is reasonable.

iii. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee

Class Counsel's fee request is reasonable when calculated using the lodestar method. Under the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney. *Serrano v. Priest* (1977) 20 Cal. 3d 25, 48. The court then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty and difficulty of the case, its contingent nature, and the degree of success achieved. *Id*. at 49; *see also Ketchum v. Moses* (2001) Cal.4th 1122, 1132-36; *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1096; *Thayer v. Wells Fargo Bank* (2001) 92 Cal.App.4th 819, 834, ("[t]here is no … rule limiting the factors that may justify an exercise of judicial discretion to [adjust the] lodestar").

Class Counsel has worked 389 hours to date on this case and have calculated the lodestar fee on those hours at $207,200 at rates reflecting those currently earned in the marketplace. Mara Dec. at

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[5] *See*, e.g., *Chavez v. Netflix, Inc*. (2008) 162 Cal. App. 4th 43, 66, n.11 (numerous studies have shown that "fee awards in class actions average around one-third of the recovery."); Reagan W. Silber and Frank E. Goodrich, *Common Funds and Common Problems: Fee Objections and Class Counsel's Response*, 17 Rev. Litig. 525, 546; T. Willging, L. Hooper and R. Niemic, *Empirical Study of Class Actions in Four Federal District Courts: Final Report to the Advisory Committee on Civil Rules*, 90 (1996) (finding that attorneys' fees in class litigation "were generally in the traditional range of approximately one-third of the total settlement").

[6] *Smith v. CRST Van Expedited, Inc*. (S.D. Cal. Jan. 14, 2013) 10-CV-1116- IEG WMC, 2013 U.S. Dist. LEXIS 6049, *14 ("These percentages compare favorably with both California (33%) and federal (25%) benchmarks."); *Dennis v. Kellogg Co*. (S.D. Cal. Nov. 14, 2013) 09-CV-1786-L WMC, 2013 U.S. Dist. LEXIS 163118, at *22 ("This percentage compares favorably with both California (33%) and federal (25%) benchmarks and the requested fee compares well with a lodestar cross-check as well.").

¶ 15, Exhibit 5 Summary of Time and Costs. All of the work and tasks performed by Class Counsel were reasonable and necessary to the prosecution of this case and are reflected in the result achieved. Mara Dec. at ¶ 16. Class Counsel respectfully requests attorneys' fees in the amount of $185,000 (one-third of the GSA). As Class Counsel's lodestar fee is in excess of their fee request, a multiplier on their lodestar fee is not sought herein. In fact, the requested fee results in a so-called "negative multiplier" which suggests the percentage of the fund amount is reasonable and fair. *See Chun-Hoon v. McKee Foods Corp*. (N.D. Cal. 2010) 716 F.Supp.2d 848, 854; *In re Portal Software, Inc. Securities Litigation* (N.D. Cal. 2007) 2007 U.S. Dist. LEXIS 88886 at *16.

This was a highly contested matter which required a significant amount of time and labor. Class Counsel had to investigate and analyze documents and data produced by Defendants. Notably, Defendants produced thousands of documents relating to their policies and hundreds of thousands of lines of data for class member records. Moreover, after completing the *Belaire West* notice procedure, Class Counsel went through the class list and spoke with numerous class members. In addition, as part of the above investigation and analysis, Plaintiff had to marshal the evidence in a manner in which it could be adjudicated on a class-wide basis. So often, lawyers unskilled in the class action aspect of wage and hour cases do not pay attention to or put the work into how the evidence must be presented for class-wide adjudication. Strong class-wide cases perish in the hands of inexperienced counsel because the case has not been worked up to succeed at certification. Class Counsel here has considerable experience in class litigation and, from the beginning of the case, is marshalling the evidence with a sharp focus on class-wide proof needed for the matter to get certified. This case was no different. This filtering of voluminous evidence into class-wide proof while keeping an eye on the merits of the litigation required a considerable amount of attorney time and skill. Mara Dec. at ¶ 17.

Most importantly, all services were performed by Class Counsel on a contingent basis. Mara Dec. at ¶ 18. Both California and federal courts recognize that attorneys should be compensated for taking on such contingent risks and provided with financial incentives to enforce important rights and protections like those at issue in this case. See, e.g., *Vizcaino*, 290 F.3d at 1051; *Ketchum*, 24 Cal.4th at 1132-33. Here, Class Counsel bore the risk that, in spite of all of their efforts and skill employed,

there may be no recovery.

Therefore, Class Counsel respectfully requests a fee of $185,000, which, based on the total attorney hours expended and rates, which is less than the lodestar amount of $207,200 and would result in a negative multiplier. Courts routinely enhance lodestar amounts based on multipliers that "range from 2 to 4 or even higher."[7] Thus, given a negative multiplier resulted here, consideration of the lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested fee award.

iv. Class Counsel's Hourly Rates are Reasonable

Class Counsel's hourly rates are between $400 and $800 and are in line with rates typically approved in wage and hour class action litigation and which rates have been approved by Courts in California in the Los Angeles, Sacramento, San Francisco, Alameda, Orange and San Diego County Superior Courts. Mara Dec. at ¶ 19; Exhibit 2, Westlaw Court Express's Legal Billing Report, Volume 14, Number 3, California Region for December 2012; Exhibit 3, 2014 Declaration of Richard M. Pearl in *Hohnbaum v. Brinker Restaurant Corp.* SDSC GIC834348; Exhibit 4, 2012 National Law Journal Survey of Hourly Billing Rates for Partners and Associates).

Class Counsel's skill and experience support their hourly rates. Their practice is limited exclusively to litigation, focusing on the representation of employees in wage and hour and consumer class action matters. (Mara Dec. at ¶¶ 2-8). As leading attorneys in the field of wage and hour class action litigation, Plaintiff's counsel continually monitors the prevailing market rates charged by both defense and plaintiff law firms and set the billing rates of their attorneys and paralegals/law clerks to be consistent with the prevailing market rates in the private sector for attorneys and staff of comparable skill, qualifications and experience. Therefore, as they are in line with those of the relevant community, Class Counsel's hourly rates are reasonable.

v. Class Counsel's Total Hours are Reasonable

In determining a lodestar fee, reasonable hours include, in addition to time spent during

[7] *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 255 (2001); *see, e.g.*, *Vizcaino*, 290 F.3d at 1051 (approving multiplier of 3.65); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 123 (2d Cir. 2005) (approving multiplier of 3.5); *Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113, 1125 (C.D. Cal. 2008) (awarding multiplier of 5.2 and collecting cases with cross-check multipliers ranging from 4.5 to 19.6); *Glendora Community Redevelopment Agency v. Demeter,* 155 Cal.App.3d 465, 479-80 (1984) (approving fee award with multiplier of 12).

litigation, the time spent before the action was filed, including time spent interviewing clients, investigating the facts and law, and preparing the pleadings. See *New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S. 54, 62; *Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447. Further, the fee award should include fees incurred to establish and defend the attorneys' fee claim. *Serrano v. Priest* (1982) 32 Cal.3d 621, 639 ("*Serrano IV*"). Under California law, counsel is entitled to compensation for every hour reasonably spent on the matter. *Id.* at 1133.

Class Counsel has expended a total of 389 hours on this case. The work performed by Class Counsel in order to achieve a settlement that will provide valuable consideration to the Class is outlined by Class Counsel in the declarations submitted herewith. (Mara Dec. at ¶¶ 15-28 , Exhibit 5). Class Counsel have been actively involved in this case, prior to the commencement of this action and all the way up to the present, and Class Counsel's dedication to providing representation in the case has precluded other employment. Class Counsel bore the risk that, despite all of their efforts and skills employed, there may be no recovery. All of the work performed was reasonable and necessary to the prosecution of this case. The work performed was particularly justified, in light of the result achieved.

vi. Costs of Litigation

Class Counsel seeks reimbursement of the litigation costs and expenses of $11,306.73. (Mara Dec. at ¶ 29, Exhibit 5). These costs were all reasonable and necessary to the prosecution of this case and the results achieved and are fair and reasonable.

c. The Administration Costs are Reasonable

The Court-approved Settlement Administrator was responsible for formatting, printing and mailing the Class Notices. The Settlement Administrator was responsible for responding to Class Member inquiries, providing weekly status reports, answering questions from Counsel for the Parties, and providing a declaration to document its duties and responsibilities under the settlement. Plaintiff now requests that the Court finally approve the Settlement Administration Costs in the amount of $6,990 to Apex for services rendered and to be rendered for the notice and settlement administration process. Following the grant of final approval, the Settlement Administrator's duties will continue in order to calculate and mail the individual settlement payments to Participating Class Members,

perform tax reporting obligations, disburse other payments as ordered by the Court, and perform such other duties as set forth in the Agreement.

V. CONCLUSION

Based on the foregoing, Class Counsel respectfully requests the Court grant final approval of the settlement.

DATED: October 8, 2026

MARA LAW FIRM, PC

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