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[ADDITIONAL COUNSEL ON THE FOLLOWING PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF MERCED

CONSUELO VAZQUEZ, as an individual and on behalf of all similarly situated employees, Plaintiff, v. CALIFORNIA FRESH FARMS LLC, and DOES 1 through 50, inclusive, Defendants.	Lead Case No. 24CV-03339 *Consolidated Case Nos.:* 24CV-04490 and 25CV-00518 **<u>CLASS AND PAGA ACTION</u>** **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Assigned for all purposes to: Hon. Stephanie L. Jamieson Date: June 16, 2026 Time: 8:15 a.m. Location: Courtroom 8 Complaint Filed: June 28, 2024 Trial Date: No Trial Date Set

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Attorneys for Plaintiffs CONSUELO VAZQUEZ and MARIA CEBALLOS, on behalf of themselves and others similarly situated

TO THE HONORABLE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on June 16, 2026, at 8:15 a.m., in Courtroom 8 of the above captioned Court, Plaintiffs CONSUELO VAZQUEZ and MARIA CEBALLOS ("Plaintiffs" or "Class Representatives") will move the Court for an Order granting final approval of the proposed class action and Private Attorneys General Act ("PAGA") settlement between Plaintiffs and Defendant CALIFORNIA FRESH FARMS LLC ("Defendant") collectively referred to as "the Parties," which is memorialized in the Class Action and Private Attorneys General Act Settlement and Release ("Settlement Agreement" and "Settlement") and approving Plaintiffs' application for attorney's fees, costs, and Class Representative Service Awards.

Plaintiffs will further move the Court for an order:

1. Certifying a Class for settlement purposes only;
2. Approving the Settlement Agreement;
3. Appointing Plaintiffs as Class Representatives for settlement purposes only;
4. Appointing Plaintiffs' Counsel, Kevin Mahoney and John A. Young of the Mahoney Law Group, APC and Matthew J. Matern, Launa Adolph, and Kayvon Sabourian of Matern Law Group, P.C., as Class Counsel for settlement purposes only;
5. Approving payment of Settlement Administration Costs to the Settlement Administrator;
6. Approving the payment of reasonable Class Representative Enhancement Awards;
7. Ruling that the Settlement Class Members who did not timely submit requests for exclusion from the settlement as set forth in the Settlement Agreement have released their claims against Defendant and other releasees as set forth in the Settlement Agreement;
8. Approving the settlement of the PAGA claim for civil penalties as fair and reasonable;
9. Awarding requested attorneys' fees and costs to Plaintiffs' counsel;
10. Directing the clerk of the Court to enter the Court's order as a final judgment; and
11. Without affecting the finality of the final judgment, reserving continuing jurisdiction over the parties for purposes of implementing, enforcing and/or administering the settlement as set forth in the Settlement Agreement or enforcing the terms of the Final Judgment.

/ / /

12. The motion will be based upon this notice, the attached memorandum of points and authorities, the declarations of Kevin Mahoney, Kayvon Sabourian, and John A. Young, the records and files in this action, and any other further evidence or argument that the Court may properly receive at or before the hearing.

Dated: May 21, 2026

MAHONEY LAW GROUP, APC

By: ______________________________

Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiffs CONSUELO VAZQUEZ and MARIA CEBALLOS, as individuals and on behalf of all similarly situated employees

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs CONSUELO VAZQUEZ and MARIA CEBALLOS ("Plaintiffs") respectfully requests that this Court finally approve the proposed class action and PAGA settlement set forth in the Class Action and Private Attorneys General Act Settlement and Release ("Settlement" or "Settlement Agreement") entered into with Defendant CALIFORNIA FRESH FARMS LLC, ("Defendant"). As discussed in detail below, the Settlement provides for a Gross Settlement Amount ("GSA") of one hundred ninety-seven thousand five hundred dollars ($197,500.00) as a compromise of disputed claims asserted on behalf of the below-defined Settlement Class and PAGA Group which is a fair, adequate, and reasonable compromise of the disputed claims for alleged unpaid wages and penalties asserted in this case.

Plaintiffs now submit this Motion for Final Approval of Class Action Settlement and Award of Attorneys' Fees, Litigation Costs, and Plaintiffs' Service Award, along with the Settlement Agreement (attached to the Declaration of John Young ("Young Dec."), Exhibit A). For the Court's convenience, below is a summary of the key provisions of the Settlement.

II. .... MAJOR TERMS OF THE SETTLEMENT

..The key provisions of the Settlement include the following:

- Defendant stipulates to certification of the Class for purposes of settlement only;
- There are sixty-one (61) Class Members.
- Defendant will pay a total of one hundred ninety-seven thousand five hundred dollars ($197,500.00) ("Gross Settlement Amount" or "GSA") to resolve all claims released under the Settlement, which includes all individual payments to Class Members and PAGA Group Members, Enhancement Payments to Plaintiffs, payment to the LWDA, Attorneys' Fees and Costs to Class Counsel, payment of settlement administration fees and costs to the Settlement Administrator, and any other costs or expenses related to the settlement incurred by either Plaintiffs or Class Counsel. Defendant shall be separately responsible for employer-side payroll taxes.
- Defendant will not oppose Class Counsel's application for attorney's fees in the amount

of sixty-five thousand eight hundred thirty-three dollars and thirty-three cents ($65,833.33), which is thirty-three and one-third percent (33.33%) of the Gross Settlement Amount;

- Defendant will not oppose Class Counsel's application for costs in an amount up to twenty-six thousand dollars ($26,000.00) to be paid from the GSA. Plaintiffs' counsel's actual costs are sixteen thousand five hundred two dollars and fifty-nine cents ($16,502.59);
- Defendant will not oppose the application for Enhancement Payments in the amount of ten thousand dollars ($10,000.00) to each plaintiff, totaling twenty thousand dollars ($20,000.00) to be paid out of the Gross Settlement Amount;
- A PAGA Penalty payment from the GSA of ten thousand dollars ($10,000.00), seventy-five percent (75% or $7,500.00) of which shall be allocated to the California Labor and Workforce Development Agency, and twenty-five percent (25% or $2,500.00) of which shall be shared on a pro-rata basis based on the number of pay periods worked by the PAGA Group Members.
- Phoenix Settlement Administrators to be awarded full costs of administration at the termination of its duties as the class administrator in the amount of six thousand dollars ($6,000.00), which will be paid out of the Gross Settlement Amount.

III. .... CLASS AND PAGA GROUP DEFINITION

The Settlement Class is defined as follows: all current and former non-exempt, hourly-paid employees of California Fresh Farms, LLC who worked in the State of California from June 28, 2020 through December 30, 2023. (Young Dec., Ex. A, ¶ I.A). The PAGA Group is defined as all current and former non-exempt, hourly-paid employees of California Fresh Farms, LLC who worked in the State of California at any time between June 22, 2023 through December 30, 2023 (the "PAGA Period"). (Young Dec., Ex. A, ¶ I.F).

IV. ....SETTLEMENT FACTUAL AND PROCEDURAL BACKGROUND

...A.

.... The Notice Process Was Successfully Completed After Preliminary Approval

Following the entry of the Court's December 31, 2025, Order Granting Preliminary Approval of Class Action and PAGA Settlement, the Parties directed the Settlement Administrator, Phoenix Settlement Administrators ("PSA" or "Settlement Administrator), to distribute the court-approved notice form consistent with the procedures set forth in the Settlement and approved by the Court. PSA sent sixty-one (61) Notices via First Class Mail on February 2, 2026. (Declaration of Lluvia Islas "Islas Decl." Ex. A, ¶ 5.) Zero (0) notices were returned as undeliverable. (Islas Dec., ¶ 6.) The deadline to request exclusion from the class portion of the settlement or to submit written objections to the settlement was March 18, 2026. *Id*., ¶¶ 7-8. PSA received zero (0) timely Requests for Exclusion, zero (0) workweek disputes, and zero (0) valid objections to the Settlement. (Islas Dec., ¶¶ 7-9.)

B. .... Legal Claims and Background

The *Vazquez* Class Action and *Vazquez* PAGA Action: On June 28, 2024, Plaintiff Consuelo Vazquez filed a class action complaint in the Merced Superior Court against Defendant bearing Case No. 24CV-03339 and alleging claims for (1) Failure to Pay All Wages Including Minimum Wages and Overtime Wages; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Timely Pay Wages at Separation; (5) Failure to Provide Accurate Itemized Wage Statements and Maintain Records; and (6) Violation of Unfair Competition Law. Plaintiff Consuelo Vazquez separately filed a PAGA Action on August 26, 2024, bearing Case No. 24CV-04490, which asserts a claim for civil penalties under California's Private Attorneys General Act ("PAGA") based on the same predicate claims and allegations contained in the *Vazquez* Class Action (Young Dec., ¶ 4.)

The *Ceballos* Action: On January 17, 2025, Maria Ceballos filed a class action and PAGA representative action complaint against Defendant, Mann Packing Company, Inc., California Fresh Farms, LLC, and Del Monte Fresh Produce, Inc. (West Coast), in the Merced County Superior Court, bearing Case No. 25CV-00518, in which she alleged claims for (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized wage statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties, (9) unfair and unlawful business practices; and (10) representative action for penalties under PAGA. (Young Dec., ¶ 5.)

Pursuant to the terms of the Settlement, and in the interest of efficiency, the Parties agreed to seek approval of the Settlement before one court and to consolidate all of the parties and claims raised in connection with the three actions into the Vazquez Class Action. To effectuate the Parties' intent, on October 17, 2025, the Parties filed a stipulation for leave to file a consolidated complaint in this action, to add Maria Ceballos as a named plaintiff, including the factual allegations and claims asserted in the *Vazquez* PAGA action, all claims from the original complaint, and all factual allegations and claims asserted in the *Ceballos* Action. The Parties' stipulation also sought Court approval to consolidate the *Vazquez* Class Action, *Vazquez* PAGA Action, and *Ceballos* Action for all purposes pursuant to California Code of Civil Procedure § 1048. The Court granted the Parties' stipulation on November 3, 2025. Accordingly, the operative complaint in this consolidated Action is the consolidated complaint deemed filed on November 3, 2025, which alleges claims against Defendant for alleged (1) failure to pay wages, including minimum wage and overtime; (2) failure to provide rest periods; (3) failure to provide meal periods; (4) failure to timely pay wages during employment and at separation of employment; (5) failed to provide accurate itemized wage statements and maintain records; (6) failure to reimburse for necessary business expenditures; (7) violations of Business and Professions Code Section 17200 et seq.; and (8) violations under the PAGA. (Young Dec., ¶ 6.)

Over the course of the litigation Class Counsel, conducted an extensive investigation into the claims asserted in this case. Specifically, Plaintiff Vazquez served formal discovery on Defendant and prior to Defendant responding to numerous sets of written discovery, including, two (2) sets of Special Interrogatories to Defendant, (1) set of Request for Production of Documents to Defendant, (1) set of Request for Admission to Defendant, two (2) sets of Form Interrogatories – General and Employment to Defendant, an agreement to exchange informal discovery and participate private mediation was reached. Prior to mediation, Defendant provided informal information and data to Class Counsel, including: (1) relevant personnel information, wage statements and time records; (2) all handbooks and policies applicable to Plaintiffs' claims and in effect during the Class Period; (3) data on class members (i.e. number of currently employed Class Members, total number of Class Members); (4) the total number of workweeks worked by Class Members during the Class Period; and (5) forty percent (40%) sampling of Class Members' time and pay records. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.) (Young Dec., ¶ 7.)

On May 29, 2025, the Parties participated in a full-day private mediation session with mediator Hon. Thierry Colaw (Ret.), a highly-experienced mediator in the type of wage and hour allegations brought in this matter by Plaintiffs. The Parties ultimately reached a settlement following a full day of negotiation, which was later memorialized in a long-form stipulation of settlement. At all times, the negotiations leading to the Settlement Agreement have been adversarial, non-collusive, and at arm's length. (Young Dec., ¶ 13.)

Here, like other Class Members:

1. Defendant employed Plaintiffs as non-exempt, hourly-paid employees during the Class Period; and
2. Plaintiffs were subject to the same policies and practices concerning time keeping, meal breaks, rest breaks, payment of wages, reimbursement of business expenditures, and derivative wage and hour claims as the Class Members. No unique defenses applicable to Plaintiffs have been identified that do not also exist as to other Class Members.

Plaintiffs and other Class Members share the same claims stemming from Defendant's alleged violations of the Labor Code and the wage order. (Young Dec., ¶¶ 21.) Accordingly, Plaintiffs are typical of the Class.

V. THE SETTLEMENT SHOULD BE FINALLY APPROVED BECAUSE IT MEETS THE CRITERIA FOR CLASS ACTION SETTLEMENT APPROVAL

In making the determination that a class action settlement is "fair, adequate, and reasonable," courts consider several factors, including, "the strength of the plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, and the extent of discovery completed and the stage of the proceedings, [and] the experience and views of counsel..." (*Kullar*, *supra*, 168 Cal.App.4th at p. 128; see also *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 581; *In re Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118.) A full and complete *Kullar* analysis was considered by the Court at the preliminary approval stage. (Declaration of John A. Young filed November 3, 2025, ¶¶ 17-44.)

The law favors settlement, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151.) The purpose of the preliminary evaluation of class action settlement is to determine only whether the proposed settlement is within the range of possible approval and thus, whether notice to the class of the terms and conditions and the scheduling of a formal fairness hearing are worthwhile. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235.)

A class settlement will be approved if the settlement is found to be fair, adequate, and reasonable. (*Dunk*, *supra*, 48 Cal.App.4th at p. 1801, *as modified (Sept. 30, 1996)*.) 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*, *supra*, 48 Cal.App.4th at p. 1802 *(Sept. 30, 1996)*.)

While the Gross Settlement Amount may be less than what could potentially be recovered at trial, it is unlikely that Class Members would receive full value for each claim given the inherent risks Plaintiffs would face at certification and ultimately trial. As set forth in detail in the Declaration of John A. Young in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (filed November 3, 2025), and this motion, Class counsel has conducted an investigation of the law and facts relating to the claims asserted in the litigation and has concluded, taking into account the sharply contested issues involved, the expense and time necessary to pursue the litigation through trial and any appeals, the risks and costs of further prosecution of the litigation, the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be received by the Plaintiffs and Class Members pursuant to this Agreement, that a settlement with Defendant, on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class. (Young Dec., ¶ 8). As stated in the Declaration of John A. Young in support of the Motion for Preliminary Approval (¶¶ 42-43), it is estimated that the reasonable value for all claims is approximately six hundred seventy thousand seven hundred eighty-seven dollars and sixty-three cents ($670,787.63). The Gross Settlement Amount of one hundred ninety-seven thousand five hundred dollars ($197,500.00) is approximately twenty-nine percent (29%) of Class Counsel's assessment of the reasonable value of the claims asserted which was found by the Court at preliminary approval to be a fair and reasonable recovery, as well as the risk of adverse rulings or verdicts thereon, but also in consideration of factors specific to this case, i.e. potential problematic evidentiary issues of proof presented by Defendant. Plaintiffs submit that the settlement for each participating Class Member is fair, reasonable and adequate given the inherent risk of litigation, the risk of class certification and costs of litigation. Accordingly, Plaintiffs' counsel maintains this settlement is fair, reasonable, and adequate based on Plaintiffs' counsel's *Kullar* analysis conducted at the time of the filing of the preliminary approval motion. (Young Dec., ¶ 17.)

For the reasons set forth below, the Court should grant Plaintiffs' motion for final approval of this Settlement.

A. The Proposed Settlement Should Be Presumed Fair

1. <u>The Settlement Is the Product of Arm's-Length Negotiations</u>

The law requires the Court give "[d]ue regard…to what is otherwise a private consensual agreement between the parties." (*Dunk*, *supra*, 48 Cal.App.4th at p. 1801.) For purposes of settlement approval, "The inquiry 'must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole is fair, reasonable and adequate to all concerned." (*Ibid.*) (internal citations omitted). There is an initial presumption that a proposed settlement is fair and reasonable when it is the result of arm's length negotiations. (See *Williams v. Vukovich* (6th Cir. 1983) 720 F.2d 909, 922–23; see also 2 Herbert Newberg & Alba Conte, Newberg on Class Actions, § 11.41 at 90 (4th Ed. 2002).)

Here, the proposed Settlement is the product of hours of arm's length negotiations over the course of the litigation with the assistance of an experienced mediator. In addition, the Parties reached the Settlement only after an extensive exchange of information, investigation, and mediation.

Specifically, Plaintiffs' counsel obtained a significant amount of information, including written policies, time keeping records, payroll records, wage statements, and time sheets. Defendant produced hundreds of pages of time records and corresponding compensation records. Furthermore, counsel for the Parties held conferences addressing the merits of the respective Parties' claims in light of the documentary evidence adduced in the litigation. At all times, the negotiations leading to the Settlement Agreement have been adversarial, non-collusive, and at arm's length. (Young Dec., ¶ 13.)

Liability remains highly contested by Defendant, who denies engaging in any violations of the law in connection with wage and hour practices, and further denies any liability or that they engaged in wrongdoing of any kind associated with the claims alleged by Plaintiffs in this action. Defendant contends that it complied with all California wage and hour laws at all times in connection with the employment and/or retention of services of Plaintiffs and Class Members and PAGA Group Members. Additionally, Defendant vigorously argued that certification was improper as to Plaintiffs' claims and Defendant contends that the PAGA claims could not be managed on a representative basis. Class Counsel understood and appreciated the defenses and position of Defendant but believed Plaintiffs would ultimately succeed in the action, obtaining class certification and the PAGA claims are manageable. In light of the strongly divergent views, the Parties were able to negotiate a fair settlement, taking into account the costs and risks of continued litigation. The negotiations were at all times conducted professionally and at arm's length and have produced a result that the Parties believe to be in their respective best interests.

The Parties also took into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs are also aware of the burdens of proof necessary to establish liability for the claims asserted in the action, the defenses thereto, the difficulties in establishing damages for Plaintiffs, and the potential challenges to bringing a motion for class certification. Proceeding with this litigation poses various risks, including possible decertification, the uncertainty of proceeding on a class basis through trial, the risk of establishing class-wide damages, overcoming Defendant's defenses and the always present possibility of appeals.

In the event that Defendant prevailed, the class would face a zero (0) recovery. Alternatively, this Settlement provides prompt and substantial relief to Class Members. As the individual claims are rather modest, individual class members are unlikely to retain counsel and bring forth these claims on an individual basis. The Settlement Agreement affords Class Members substantial relief while avoiding significant risk which might prevent the class from obtaining any recovery.

B. Class Counsel Are Experienced in Wage and Hour Class Actions

At the final approval stage, "an allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by 'experienced and competent' class counsel." (*In re American Bank Note Holographics, Inc.* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429–30.) Plaintiffs' counsel is experienced in class action wage-and-hour litigation and has significant knowledge of the relevant operations of Defendant, given the disclosures made by Defendant throughout the course of the case. The experience of Class counsel is detailed in the declarations of Kevin Mahoney (¶¶ 4-9), John A. Young (¶¶ 42-47); Declaration of Kayvon Sabourian (¶¶ 7-16), filed November 3, 2025, in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Based on Class Counsel's experience, Class Counsel is sufficiently qualified to evaluate the Class claims.

C. The Settlement Has No Obvious Deficiencies

This proposed Settlement has no obvious deficiencies. The Settlement provides no preferential treatment for Plaintiffs or other members of the Class. Plaintiffs will receive a distribution from the settlement proceeds calculated in the same manner as the distributions to all other Class Members, plus any incentive award approved by the Court. Moreover, as discussed in more detail below, the settlement does not mandate excessive compensation for Class Counsel. Class Counsel has applied for an award of attorneys' fees equal to thirty three point three percent (33.33%) of the Gross Settlement Amount, or sixty-five thousand eight hundred thirty-three dollars and thirty-three cents ($65,833.33). Class Counsel allocated reimbursement of reasonable costs not to exceed twenty-six thousand dollars ($26,000.00), subject to Court approval.

D. The Settlement Is Non-Reversionary and The Settlement Falls Within the Range of Possible Approval

The entire Net Settlement Amount will be paid out directly to Plaintiffs and Class Members, and Defendant will retain no portion of that sum. The Settlement Agreement represents a fair and reasonable resolution given the substantial risks, expense, and delay of continued litigation versus the certain and immediate recovery for the Plaintiffs and Class Members. Indeed, if the matter were to proceed to trial, the apparent strength of a case is no guarantee against a defense verdict. Based on the value of the Net Settlement Amount, the average individual settlement payment to be paid to Settlement Class Members is approximately one thousand two hundred seven dollars and seventy-seven cents ($1,297.77). (Islas Dec., ¶ 13.) At the final approval stage, "an allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by 'experienced and competent' class counsel." (*In re American Bank Note Holographics, Inc.*, *supra*, 127 F.Supp.2d at p. 429–30.) Here, there is clearly a rational basis for the distribution formula which is determined on the amount of time (number of work weeks) each individual worked for Defendant.

E. Response By Class Members to the Settlement

A presumption of fairness exists where the percentage of objectors and opt-outs is small. *7-Eleven Owners for Franchising v. Southland Corp*. (2000) 85 Cal. App.4th 224, 244; *Hanlon v. Chrysler Corporation* (9th Cir. 1998) 150 F.3d 1011, 1025-1026. The Settlement Administrator mailed the approved Class Notice to all Class Members. (Islas Dec., ¶¶ 5-6.) To date, there are zero (0) opt outs of the Settlement, zero (0) workweek dispute, and zero (0) valid objections to the Settlement. (Islas Dec., ¶¶ 7-9.) As set forth above, the Settlement meets the criteria for final approval.

VI. CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES IS APPROPRIATE.

The Class is defined as all current and former non-exempt, hourly-paid employees of California Fresh Farms, LLC who worked in the State of California from June 28, 2020 through December 30, 2023. (Young Dec., Ex. A, ¶ I.A)

A. Legal Standard

Section 382 of the Code of Civil Procedure provides that "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all. Code Civ. Proc. § 382. Class certification under § 382 is appropriate when "(1) [t]here [is] . . . an ascertainable class; and (2) there [is] . . . a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented." *Daar v. Yellow Cab Co.*(1967) 67 Cal. 2d 695, 704 (citations omitted). The community-of-interest requirement itself embodies three factors: "(1) predominant questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470.

Any doubt as to the appropriateness of class treatment should be resolved in favor of class certification, subject to later modification if necessary. *Id*. at 473-475. The decision to certify a class is a purely procedural one and should be based on the allegations in the operative complaint and not in the perceived factual or legal merit of the class claims. *Linder v. Thrifty Oil Co*. (2000) 23 Cal.4th 429, 439-441.

B. <u>All Of The Criteria For Certification Of The Settlement Class Are Satisfied</u>

1. The Class is Ascertainable.

The class is readily ascertainable because all Class Members worked for Defendant within the relevant class period and have already been identified through Defendant's employee and payroll files. (Young Decl., ¶ 7) *See Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 932 (finding that "[c]lass members are 'ascertainable' where they may be readily identified without unreasonable expense or time by reference to official records.").

2. The Numerosity Requirement is Satisfied.

The numerosity requirement is fulfilled simply when the individual joinder of all class members would be impracticable. A proposed class numbering "as few as 40 class members should raise a presumption that joinder is impracticable," thus satisfying the numerosity requirement. Newberg on Class Actions § 3.5. Here, there are 61 Participating Class Members. (Young Decl., ¶ 15, Islas Decl. ¶ 10). Therefore, joinder would be impracticable, and a class-wide proceeding is clearly preferable and appropriate.

3. Common Issues of Law and Fact Predominate.

The court should grant class certification when questions of law and fact common to all Class Members predominate over any questions affecting only individual members. *Hicks v. Kaufman &Broad Home Corp*. (2001) 89 Cal.App.4th 908, 916 ("As a general rule, if the defendant's liability can be determined by facts common to all members of the class, a class will be certified even if the members must individually prove their damages. In order to determine whether common questions of fact predominate, the trial court must examine the issues framed by the pleadings and the law applicable to the causes of action alleged.").

The commonality and predominance requirements are "easily met," because "[when] the defendant has engaged in some course of conduct that affects a group of persons and gives rise to a cause of action, one or more of the elements of that cause of action will be common to all of the persons affected." *Gen'l Tel. Co. of Southwest v. Falcon* (1982) 457 U.S. 147, 155. Further, the fact that "calculation of individual damages may at some point be required does not foreclose the possibility of taking common evidence on [liability issues]." *Sav-on Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 332 (holding that the legal question of whether the plaintiff-employees were nonexempt and therefore entitled to overtime was a common question that predominated over the individual questions of each employee's duties performed and hours worked); *Clothesrigger, Inc. v. GTE Corp.* (1987) 191 Cal. App.3d 605, 617 ("[T]he necessity for class members to prove their own damages does not mean individual fact questions predominate").

The scope of this case is narrowly focused on a specific class of persons employed by Defendant during a specific period of time. This action involves, inter alia, a determination about Defendant's alleged failure to provide meal period and rest periods, failure to pay wages and overtime due to allegedly common and unlawful policies, failure to timely pay and pay final wages when required, failure to maintain and provide accurate paystubs, failure to reimburse for business expenses, and largely derivative claims under the Business & Professions Code and PAGA. Plaintiffs contend that they and other Class Members were subject to the same policies and practices relating to these issues, and all sought the same remedies. These common issues predominate over individual issues because identical evidence establishes liability as to all Class Members. (Young Dec., ¶¶ 22-23.) Under these specific circumstances, and for settlement purposes only, the commonality requirement is satisfied. *Stephens v. Montgomery Ward & Co., Inc*. (1987) 193 Cal. App. 3d 411, 421.

4. The Typicality Requirement Is Met

The typicality requirement is met if the claims of the named representatives are typical of those of the class, though "they need not be substantially identical." (*See Hanlon*, *supra*, 150 F.3d at p. 1020; *Classen v. Weller*, 145 (1983) Ca1.App.3d 27, 46-47.) Here, the claims of the proposed Class Representatives are typical of the Settlement Class as a whole. The named Plaintiffs, like all Class Members, worked as non-exempt employees during the Class Period for Defendant. Further, Plaintiffs' claims involve the contention that there was a common practice of forcing Class Members to work offthe-clock, failing to pay overtime at their correct rate, failing to reimburse for all business expenditures, and failing to provide lawful meal or rest periods. For these reasons, this case is readily amenable to class certification in the settlement context and the Court should finally certify the Class for settlement purposes. Since all members of the Class would need to demonstrate the same elements to recover on their claims, their interests are sufficiently aligned that the proposed Class Representatives can be expected to adequately pursue the interests of the absentee Class Members. As such, Plaintiffs' claims are typical of the class insofar as together they held the positions covered by the class definition that were all subjected to the same policies and procedures.

5. Plaintiffs and Class Counsel Adequately Represent the Class

The adequacy requirement is met by fulfilling two conditions: (1) the class representative must be represented by counsel qualified to conduct the pending litigation, and (2) the class representative's interests cannot be antagonistic to those of the class. *McGhee v. Crocker-Citizens Nat. Bank* (1976) 60 Cal.App.3d 442, 451. Both conditions are met here. First, Plaintiffs and the Class are represented by experienced and competent counsel. Class Counsel is qualified and has served as class counsel in numerous class actions. (Young Decl., ¶ 10, Mahoney Decl., ¶4, Declaration of Kayvon Sabourian ("Sabourian Decl.") Sabourian Decl. ¶¶ 4-8) Thus, Class Counsel is "qualified, experienced, and generally able to conduct the proposed litigation." *Miller v. Woods* (1983) 148 Cal.App.3d 862, 875. Second, Plaintiffs have no conflict with the Class, and their interests are aligned with those of the Class. As a result of their effort, Class Members will benefit from the Settlement. Accordingly, the adequacy requirement is satisfied.

6. Class Treatment Is Superior

The Courts have long recognized that the class-action device often provides the sole procedural mechanism by which many individuals harmed by corporate wrongdoing can band together to achieve justice. Absent class treatment, similarly situated persons with relatively small but nevertheless meritorious claims for damages would, as a practical matter, have no means of redress because of the time, effort, and expense required to prosecute individual actions. *See Hanlon, supra*, 150 F.3d at 1023. The United States Supreme Court has stated that "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. The class action solves this problem by aggregating the relatively paltry potential recoveries into something worth someone's (usually an attorney's) labor." *Amchem Prods. v. Windsor* (1997) 521 U.S. 591, 617 (citation and quotation omitted).

Other relevant considerations regarding superiority include the improbability that each class member will come forward to prove his or her separate claim and whether the class approach would serve to deter or redress the alleged wrongdoing. *Linder v. Thrifty Oil Co*. (2000) 23 Cal. 4th 429, 435. Here, the class approach serves to deter and redress the alleged wrongdoing by ensuring that all claims of Class Members are addressed, and none of the other Class Members had shown any interest in bearing the expense and burden of litigating their own claims. Thus, a class action is the superior method for seeking relief

VII. THE PLAINTIFFS' ENHANCEMENT PAYMENT, CLASS COUNSEL FEE PAYMENT, AND CLASS COUNSEL LITIGATION EXPENSE PAYMENT

Plaintiffs are seeking: (1) class representative enhancement payments of ten thousand dollars ($10,000.00) each in addition to their share of the Net Settlement Amount; (2) the fees award for Class Counsel in the amount of sixty-five thousand eight hundred thirty-three dollars and thirty-three cents ($65,833.33) (or 33.33% of the Gross Settlement Amount) and; (3) reimbursement of litigation expenses of sixteen thousand five hundred two dollars and fifty-nine cents ($16,502.59.)

A. Plaintiffs' Enhancement Payments

The Settlement Agreement set forth the amount of the enhancement requests being sought for Plaintiffs. Plaintiffs seek an award of ten thousand dollars ($10,000.00) each, for the time, effort, and risks associated with bringing this action. "Incentive awards are fairly typical in class action cases." (*Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958, citing *Newberg on Class Actions* § 11:38, 81 (4th ed., 2002); Eisenberg & Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study* 53 UCLA L.Rev. 1303. (2006) "Since without a named plaintiff there can be no class action, such compensation as may be necessary to induce him to participate in the suit could be thought the equivalent of the lawyers' nonlegal but essential case specific expenses, such as long-distance phone calls, which are reimbursable." (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th

785, 804, 96 fn. omitted, citing *Matter of Continental Illinois Securities Litigation* (7th Cir. 1992) 962 F.2d 566, 571.) These awards "are discretionary, [citation], and are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." (*Rodriguez*, *supra*, 563 F.3d at p. 958)

Since the time of filing this action and throughout this litigation, Plaintiffs were quite aware that the mere filing of their respective actions and participation could jeopardize their future employability. (See Declarations of Consuelo Vasquez ("Vasquez Dec.") ¶ 8; Declaration of Maria Ceballos ("Ceballos Dec.") ¶ 8 filed November 3, 2025, in Support of Plaintiffs' Motion for Preliminary Approval.) In today's internet driven society, any potential employer who conducts an internet search of the Plaintiffs in connection with a job application will easily learn that they served as a representative plaintiff in an action that resolved for, in this case, one hundred ninety-seven thousand five hundred dollars ($197,500.00).

It is likely that the courage evidenced by the Plaintiffs may well result in their future denial of employment, without ever being told that his lead role in this case was the cause. It has been recognized by no less than the California Supreme Court that:

> ...retaliation against employees for asserting statutory rights under the Labor Code is widespread," and that "retaliation . . . cause(s) immediate disruption of the employee's life and economic injury. (*Gentry v. Superior Court* (2007) 42 Cal.4th 443, 461.)

Plaintiffs submit the amount sought is well within the range of reasonableness for such awards in other wage and hour class actions. *Torchia v. W.W. Grainger, Inc.* (E.D. Cal. 2014) 304 F.R.D. 256 (approving $7,500 incentive award). *Enterprise Energy Corp. v. Columbia Gas Transmission Corp.* (S.D. Ohio 1991) 137 F.R.D. 240, 250, 51 [awarding $300,000 in enhancements based upon $30 million settlement]; *In re Dun & Bradstreet Credit Services Customer Litigation* (S.D. Ohio 1990) 130 F.R.D. 366, 373, 74 [awarding $215,000 to several class representatives out of an $18 million fund].) The proposed service payments requested herein, ten thousand dollars ($10,000.00) for each Plaintiff is approximately five percent (5%) of the Gross Settlement Amount. Here, Plaintiffs' proposed service award is well within the typical range cited by the Court in approval.

In this case, Plaintiffs were regularly called upon to assist in the prosecution of this case. Plaintiffs spent many hours meeting with and being interviewed by counsel, searching for and producing documents from their employment with Defendant. Plaintiffs spent many additional hours assisting in reviewing documents produced by Defendant. Plaintiffs were regularly involved in the process of educating counsel as to the details of the procedures employed by Defendant, all of which information was invaluable to Class Counsel. Plaintiffs made themselves available throughout the entire day of mediation and continued to make themselves available throughout the approval process. (Vasquez Dec. ¶ 9; Ceballos Dec. ¶ 9.) Plaintiffs were always totally committed to the litigation, and devoted regular attention to the matter. Indeed, as stated in their declarations filed November 3, 2025, in support of this settlement, they demonstrate that they were personally involved in the prosecution of this lawsuit. In short, Plaintiffs were ideal representative plaintiffs for the class they stood for, and greatly facilitated the litigation process.

The end result of that process is the one hundred ninety-seven thousand five hundred dollars ($197,500.00) settlement now before this Court. Plaintiffs willingly assumed great risk by acting as Class Representatives, as is demonstrated in their declarations filed November 3, 2025, detailing the time they spent. There is a chance that the stigma associated with Plaintiffs' involvement in prosecuting this case to its successful conclusion may impact their ability to find future employment. As class representatives, they have performed this role admirably. As a result of Plaintiffs' efforts, the Class has achieved a significant monetary settlement. Importantly, to date, no valid objections have been filed against this Settlement. (Islas Dec. ¶ 8).

B. Plaintiffs' Counsel's Fees Request

Class Counsel seek an award of attorneys' fees is in an amount of up to one-third (1/3) of the Gross Settlement Amount of one hundred ninety-seven thousand five hundred dollars ($197,500.00) or sixty-five thousand eight hundred thirty-three dollars and thirty-three cents ($65,833.33) in attorneys' fees. Under the principles described herein, a percentage of the common fund fee award is properly based on the total Gross Settlement Amount of one hundred ninety-seven thousand five hundred dollars ($197,500.00).

The requested fee falls on the lower end of typical requests for attorneys' fees and is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis. Furthermore, using the percentage method and awarding the thirty-three and one-third percent (33.33%) fee requested by Class Counsel's here is permissible under *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 503. The requested fees are reasonable and the results achieved for the class members are excellent. Defendant has agreed that the requested fee is reasonable as Defendant has agreed not to oppose the request, and Class Counsel respectfully requests that the Court enter an Order to that effect.

Plaintiffs' counsel seeks a fee award calculated as a percentage of the total dollar value of the settlement of one hundred ninety-seven thousand five hundred dollars ($197,500.00), for the successful prosecution and resolution of this action. California state and federal courts have recognized that an appropriate method for determining award of attorneys' fees is based on a percentage of the total value of benefits to Class Members by the settlement, not the amount claimed. (*Laffitte*, *supra*, 1 Cal.5th at p. 503; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and 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 p. 769.)

Under the "common fund" doctrine, "a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." (*Boeing Co.*, *supra*, 444 U.S. at p. 478.) The Supreme Court explained:

> "The doctrine rests on the perception that persons who obtain the benefit of a lawsuit without contributing to its cost are unjustly enriched at the successful litigant's expense. Jurisdiction over the fund involved in the litigation allows a court to prevent this inequity by assessing attorney's fees against the entire fund, thus spreading fees proportionately among those benefitted by the suit." (*Ibid.* [citation omitted.).

Thus, the common fund doctrine ensures that each member of the class contributes proportionately to the payment of attorneys' fees recovered from monetary payments that the prevailing party recovered in the lawsuit." Put another way, in common fund cases, a variant of the usual rule applies and the winning party pays his or her own attorneys' fees; in fee-shifting cases, the usual rule is rejected and the losing party covers the bill." (*Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 967 (citing *Wininger v. SI Management L.P.* (9th Cir. 2002) 301 F.3d 1115).) In a typical "common fund" case, the defendant pays the entire lump sum settlement and has no further interest in the amount of the fee award, as any reduction in the fee award reverts to the class members. (*Id.* at p. 971.) The common fund doctrine is predicated on the principle of preventing unjust enrichment. When a litigant's efforts create or preserve a fund from which others derive benefits, the court may spread litigation costs proportionally among all the beneficiaries to compensate those who created the fund.

The Rutter Group California Practice Guide: Civil Trials and Evidence acknowledges the applicability of the common fund doctrine and describes it as follows:

> “Where the lawsuit results in the recovery of a fund or property benefitting others as well as the plaintiff (e.g., a class action), the court has inherent equitable power to order plaintiff's attorney's fees paid out of the common fund or property. (See *Serrano*, *supra*, 20 Cal.3d at p. 35.)

Such 'fee spreading' assures that all those benefitted by the litigation pay their fair share of obtaining the recovery. (See *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26) (Wagner, Fairbank, and Epstein, California Practice Guide: Civil Trials and Evidence (Rutter 2005) at 17:172.3.) "Percentage fees have traditionally been allowed in such common fund cases." (*Lealao*, *supra*, 82 Cal.App.4th at p. 27.)

Ninth Circuit cases discuss the benchmark rate of twenty five percent (25%) as the starting point for common fund fee analysis. (*Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1047.) Assessing an appropriate fee based on a percentage of the fund involves taking into account "all of the circumstances of the case." (*Ibid.*) Though there is sparse case law addressing the evaluation of reasonable attorney's fees in employee class actions, *Vizcaino* is on point. Microsoft denied employee stock purchase and savings plan benefits to employees it denominated as "freelance." It placed ninetysix million eight hundred eighty-five thousand dollars ($96,885,000) into a class action settlement fund. The Ninth Circuit approved attorney's fees of up to twenty eight percent (28%) of the settlement fund. This finding was based on analysis of five (5) "relevant circumstances": (1) counsel "achieved exceptional results for the class . . . in the absence of supporting precedents . . . and against Microsoft's vigorous opposition throughout the litigation"; (2) the case was extremely risky for class counsel; (3) counsel's performance generated benefits beyond the cash settlement fund (Microsoft agreed to change its personnel classification practices and class members also received non-monetary benefits associated with full-time employment); (4) the twenty-eight percent (28%) rate awarded was at or below the market rate; and (5) the burdens of representation of the class on a contingency basis over significant time, incurring costs and expenses, and requiring counsel to forgo significant other work, resulting in a decline in the firm's annual income. (*Id.* at p. 1048–49.)

Following the criteria set out in *Vizcaino*, the percentage fee award sought here is reasonable. Despite dicta in one California Court of Appeal case critical of percentage fee awards, the Supreme Court has long approved of awarding fees as a percentage of the settlement. (*Serrano*, *supra*, 20 Cal.3d at p. 34 describes percentage fee awards, has never been overruled, and remains good law. Furthermore, the California Supreme Court recently affirmed the award of attorney's fees in a common fund class action settlement on a percentage basis. (*Laffitte*, *supra*, 1 Cal.5th at p. 503.))

The most extensive California Court of Appeal discussion of class fee awards appears in *Lealao*, *supra*, 82 Cal.App.4th at p. 27. *Lealao* applied a lodestar analysis in favor of a percentage of the settlement recovery, but did not disapprove of percentage fee awards. Since *Serrano III,* there has been a "groundswell of support for mandating the percentage-of-the-fund approach in common fund cases." (*Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726, 765.) Such fee spreading assures that all those benefitted by the litigation pay their fair share of obtaining the recovery. (*Lealao*, *supra*, 82 Cal.App.4th at p. 26.)

In a case affirming the denial of fees to a successful objector to a class action settlement, *Consumer Cause, Inc. v. Mrs. Gooch's Natural Food Markets, Inc.* (2005) 127 Cal.App.4th 387, discussed the common fund doctrine developed by the U.S. Supreme Court: "The common fund doctrine, frequently applied in class actions when the efforts of the attorney for the named class representatives produce monetary benefits for the entire class, to allow a party preserving or recovering a fund for the benefit of others in addition to himself, to recover his costs, including his attorneys' fees, from the fund or property itself or directly from the other parties enjoying the benefit." (*Id.* at p. 397.) Thus, California cases affirm the continued validity of percentage fee awards in state cases, and the requested fee of one-third (1/3) of the Gross Settlement Amount should be awarded here in the amount of sixty-five thousand eight hundred thirty-three dollars and thirty-three cents ($65,833.33).

7. <u>An Award of Attorneys' Fees as Requested Is Also Appropriate Under the Lodestar Method</u>

Although a percentage of the common fund fee award is properly based on the total settlement value of one hundred ninety-seven thousand five hundred dollars ($197,500.00), a court can use the Lodestar method to cross-check this amount. (See *Laffitte*, *supra*, 1 Cal.5th 480.)

Under either theory of awarding fees, the case that should govern the court's decision is *Lealao*, *supra*, 82 Cal.App.4th 19. *Lealao* stands for the proposition that court-awarded attorneys' fees should approximate what counsel could get on the free market for the same services. (*Id.* at p. 50.) Specifically, *Lealao* holds that if the Court sets fees under a lodestar, the multiplier should consider what counsel would have earned on the free market. The free market is determined by the percentage of the common fund, not the lodestar amount. (*Ibid.*) Accordingly, whatever method the Court uses to set fees, the Court should look to what the free market would bear under any circumstances. Even if the Court awards fees under the lodestar method, under *Lealao* the lodestar fees should be adjusted by a multiplier to reflect the percentage of the fund. (*Id.* at p. 19 and 50.)

Here, Class Counsel earned the requested fee. There was a significant amount of work performed by Class Counsel. Not less than one hundred nine and six tenths (109.6) hours have been expended by Mahoney Law Group, APC and Matern Law Group P.C. in this action. (Young Dec., ¶ 31, Exhibit C; (Sabourian Dec. ¶ 12, Exhibit 1.) The issue on this motion is not why the court should award a fee to commensurate with one-third (1/3) of the Gross Settlement Amount, but why the court should not award such a fee. Under the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney. The base amount is then adjusted in light of various factors. (*Serrano*, *supra*, 20 Cal.3d at p. 48). Factors considered include nature of the litigation, difficulty, skill required, and success achieved. (*PLCM Group v. Drexler* (2000) 22 Cal.4th 1084, 1096.)

To summarize Plaintiffs' counsel's lodestar request, Plaintiffs' counsel have worked over one hundred nine and six tenths (109.6) hours (not including the additional hours estimated to be expended on the case regarding the hearing for final approval, the resolution of potential disputes and payments to the class). Plaintiffs' counsel is experienced in class action wage-and-hour litigation and has significant knowledge of the relevant operations of Defendant, given the disclosures made by Defendant throughout the course of the case. The experience of Class counsel is detailed in the declarations of Kevin Mahoney (¶¶ 4-9), John A. Young (¶¶ 45-50), filed November 3, 2025, in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and the Declaration of Kayvon Sabourian ¶¶ 4-8 filed contemporaneously herewith, Class Counsel's extensive experience enabled counsel to argue against these issues and navigate an excellent settlement on behalf of the class. The success achieved in this case is evident by the average payment to class members. (Islas Decl., ¶ 13.) Courts routinely enhance lodestar amounts based on multipliers that "range from 2 to 4 or even higher." *Wershba*, *supra*, 91 Cal.App.4th at p. 255; *accord*, *In re Lugo* (2008) 164 Cal.App.4th 1522, 1546; *see also, e.g.*, *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (approving multiplier of 2.5); *Vizcaino*, *supra*, 290 F.3d at p. 1051; *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005) 396 F.3d 96, 123 (approving multiplier of 3.5); *Craft v. County of San Bernardino* (C.D. Cal. 2008) 624 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and collecting cases with cross-check multipliers ranging from 4.5 to 19.6).) These factors alone would justify the requested fees pursuant to lodestar method given no multiplier is needed.

The rates utilized by Class Counsel are reasonable in light of the rates charged by other counsel in the class action community. A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience in the relevant community. (*PLCM Group*, *supra*, 22 Cal.4th at p. 1095.) The court may also consider other factors when determining a reasonable hourly rate, e.g., the attorney's skill and experience, the nature of the work performed, the relevant area of expertise and the attorney's customary billing rates. (*Flannery v. California Highway Patrol* (1998) 61 Cal.App.4th 629, 632.) One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few, if any, consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a contingency fee relationship. Therefore, there is no customary billing rate, but the nature of class action work should be strongly considered by the Court.

Class Counsel is only paid if they win and must advance all costs until the case is resolved. All of counsels' skill and experience justify the requested rate. Class Counsel practices litigation with a focus on representing employees in employment matters on class action cases. Further, the nature of their work and counsels' expertise justifies the requested rate as well. This refers to the nature of the work in this case involved a class action and California's wage and hour law. The issues in the case are also very difficult area of law and not within the knowledge of many lawyers. Class action work also requires specialized learning and the willingness to take large risks.

In sum, Class Counsel are attorneys who command a high rate. They have had success in wage and hour class actions, are held in high regard by the legal community, and their practice is an unusual niche area. This case was not a "fender-bender" that any lawyer could litigate but a highly specialized area of employment law that requires skilled and experienced attorneys. To obtain such an attorney on the free market, a client must pay appropriate compensation. Therefore, Class Counsel's requested rates are fair and reasonable. Counsel requests that the Court find that these hours were reasonable expended in this litigation. The courts are quite liberal in the evidence required to prove an attorney's hours. Detailed time records are not required. An attorney's testimony alone may suffice: "Testimony of an attorney as to the number of hours worked on a particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records." (*Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559.) Reasonable hours include, in addition to time spent during litigation, the time spent before the action is filed, including time spent interviewing the clients, investigating the facts and the law, and preparing the initial pleadings. (*New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S. 54, 62.) Further, the fee award should include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Unruh* (1982) 32 Cal.3d 621, 639. Be that as it may, Class Counsel does submit detailed time records with this motion showing Class Counsel spent over one hundred nine and six tenths (109.6) hours working on this consolidated matter for a total seventy-seven thousand eight hundred ninety-five dollars ($77,895.00). (Young Dec., ¶ 31, Exhibit C; Sabourian Dec. ¶ 12, Exhibit 1). Therefore, under either the common fund or Lodestar theory, Class Counsel's requested attorneys' fees are reasonable and should be approved by this court.

C. Plaintiffs' Counsel Request for Reimbursement of Costs

Plaintiffs' counsel requests sixteen thousand five hundred two dollars and fifty-nine cents ($16,502.59) for the reimbursement of costs for this consolidated Action. (Young Dec., ¶ 33, Ex. D; Sabourian Dec. ¶ 13, Exhibit 2.) Plaintiffs' counsel originally estimated the litigation costs to be twenty-two thousand dollars ($26,000.00). Plaintiffs' counsel's actual costs in the amount of sixteen thousand five hundred two dollars and fifty-nine cents ($16,502.59). The remaining amount will be a part of the Net Settlement Amount and disbursed to Class Members pursuant to the Settlement Agreement. Class Counsel's costs include the court filing fees, and mediation fees, expert costs and are of the type routinely billed in wage and hour class action lawsuits. Plaintiffs request that this Court issue an order awarding counsel reimbursement for such costs.

IV. THE COURT SHOULD GRANT FINAL APPROVAL OF THE PAGA ACTION SETTLEMENT

Settlements to resolve PAGA claims also require court approval. (Labor Code § 2699(l)(2).). In compliance with Labor Code §2699(l)(2), Plaintiffs provided the proof of service of the Settlement Agreement and this Motion to the LWDA. (Young Decl., ¶ 28, Exhibit B). PAGA civil penalties recovered on the State's behalf are intended to "remediate present violations and deter future ones, not to redress employees' injuries." (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 542.) The standard for evaluating a PAGA settlement is not whether the employees are fully compensated for their injuries, but "whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.,* (2021) 72 Cal.App.5th 56, 77, *disapproved of on other grounds by Turrieta v. Lyft, Inc.*, 16 Cal. 5th 664 (2024)). Here, as a result of the Settlement, Defendant must pay $197,500 including $10,000 in PAGA civil penalties to the State and PAGA Group. This PAGA penalties payment under the Settlement remediates labor law violations that otherwise may have gone unremedied due to Defendant's substantial defenses to liability and the merits of the claims.

In addition, the amount allocated to the PAGA claims is fair to those affected because it accounts for a realistic assessment of the PAGA exposure on the claims as well as the significant possibility of the Court not awarding the PAGA penalties even if Plaintiffs prevailed on the merits due to the Court's discretion to substantially reduce PAGA penalties under Labor Code § 2699(e)(2). Indeed, PAGA settlements for as little as $0 have been approved. (*See Nordstrom Com'n Cases* (2010) 186 Cal.App.4th 576, 589 (approving PAGA settlement and release that allocated $0 to PAGA claim).) Courts have also approved settlements for $20,000 or less. (*See, e.g., Hicks v. Toys 'R' Us–Delaware, Inc.,* (C.D. Cal. Sept. 2, 2014) 2014 WL 4703915, at *1 (approving $5,000 PAGA payment in $4 million settlement); *Chu v. Wells Fargo Invest. LLC* (N.D. Cal. Feb. 16, 2011) 2011 WL 672645, at *1 (approving PAGA payment of $7,500 in $6.9 million settlement); *Williams v. Brinderson Constructors* (C.D. Cal. Feb. 6, 2017) 2017 WL 490901, at *5 ($10,000 PAGA settlement in $300,000 settlement).)

V. CONCLUSION

Based upon the foregoing, Plaintiffs respectfully request this Court to enter an order:

1. Granting final approval of the Settlement;
2. Granting final approval of the payment to Phoenix Settlement Administrators from the Gross Settlement Amount for the administration of the settlement;
3. Granting final approval of the attorneys' fees, costs, and Plaintiffs' Enhancement Payments requested;
4. Entering Judgment in this action in the form to be lodged with the court prior to the hearing for final approval;

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5. Retaining jurisdiction over the implementation, interpretation, administration, and consummation of the settlement under Code of Civil Procedure § 3.769(h); and

6. Granting such other and further relief as the Court deems just and proper.

Dated: May 21, 2026

MAHONEY LAW GROUP, APC

By: ______________________________

Kevin Mahoney
John A. Young
Attorneys for Plaintiffs CONSUELO VAZQUEZ and MARIA CEBALLOS and on behalf of all employees similarly situated

PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **May 21, 2026,** I served [X] true copies [ ] originals of the following document(s): **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT.** I served the document(s) on the person(s) below as follows:

Koree B. Wooley Esq. Cindi Ritchey, Esq. Elizabeth Mcree Katelyn Nicasio **JONES DAY** 4655 Executive Drive, Suite 1500 San Diego, CA 92121	Attorneys for Defendant California Fresh Farms, LLC Telephone: (858) 314-1200 Facsimile: (844) 345-3178 Email: kbwooley@jonesday.com critchey@jonesday.com emcree@jonesday.com knicasio@jonesday.com

The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address tnguyen@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **May 21, 2026**, at Long Beach, California.

Tuan Nguyen