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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

VICTORIA ESQUIVEL, individually, and on
behalf of other similarly situated employees and
aggrieved employees pursuant of the California
Private Attorneys General Act,

Plaintiff,

vs.

HAMLET KARAPETIAN, DMD, INC. dba
FRIENDLY SMILES DENTAL GROUP;
HAMLET KARAPETIAN DENTAL CORP,

Defendants.

Case No. 24CV03582

Honorable Jed Beebe
Department 4

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

Date: July 30, 2026
Time: 8:30 a.m.
Dept: 4

Complaint Filed: June 26, 2024
FAC Filed: October 22, 2025
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT** on **July 30, 2026 at 8:30 a.m.** in Department 4 of the
3 above-captioned Court located at 312-C East Cook Street, Santa Maria, California 93454, pursuant to
4 California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and
5 California Labor Code section 2699(l), Victoria Esquivel (“Plaintiff”) will and hereby does move the
6 Court for an Order granting final approval of the proposed class action and Labor Code Private
7 Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) settlement
8 between Plaintiff and Defendants Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group
9 and Hamlet Karapetian Dental Corp. (together, “Defendants”).

10 Plaintiff requests that the Court enter an Order:

- 11 1. Granting final approval of the class action and PAGA settlement;
- 12 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
13 forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement (“Settlement
14 Agreement” or “Settlement”), including payment by Defendants of the escalated Gross Settlement
15 Amount of Three Hundred Thousand One Hundred Thirty-Nine Dollars And Twenty-Six Cents
16 (\$300,139.26) equal to the amounts to pay (1) the Settlement Class Members and PAGA Employees
17 pursuant to the terms of the Settlement; (2) the Court-approved Attorneys’ Fees and Costs; (3) the
18 Court-approved Enhancement Payment; (4) the Court-approved Settlement Administration Costs; and
19 (5) the Court-approved payment to the California Labor and Workforce Development Agency
20 (“LWDA”) pursuant to PAGA;
- 21 3. Approving Class Counsel’s request for thirty-five percent (35%) of the escalated Gross
22 Settlement Amount, i.e., One Hundred Five Thousand Forty-Eight Dollars and Seventy-Four Cents
23 (\$105,048.74) in attorneys’ fees, plus reimbursement of actual costs and expenses in the amount of
24 Twenty-Four Thousand Eight Hundred Fifty-Two Dollars and Three Cents (\$24,852.03);
- 25 4. Approving the Enhancement Payment to Plaintiff in the amount of Five Thousand
26 Dollars and Zero Cents (\$5,000.00) in recognition of her services to the Class Members;
- 27 5. Approving the Settlement Administration Costs to ILYM Group, Inc. in the amount of
28 Six Thousand Seven Hundred Fifty Dollars and Zero Cents (\$6,750.00); and

6. Approving Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) to be paid to the LWDA as sixty-five percent (65%) of the Ten Thousand Dollars and Zero Cents (\$10,000.00) allocated to civil penalties under PAGA.

This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of Court, which require approval by the Court of a class action settlement and permit the Court to extend the page limit for memoranda.

This Motion is based on the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Class Counsel (Lizeth Marin), the Class Representative (Victoria Esquivel), and the Settlement Administrator (Garvin Brown on behalf of ILYM Group, Inc.), the pleadings and other records on file with the Court in this matter, and such evidence or oral argument as may be presented at the hearing on this Motion.

Respectfully submitted,

Dated: June 22, 2026

BLACKSTONE LAW, APC

By: Lizeth Marin
Lizeth Marin
Attorney for Plaintiff Victoria Esquivel
and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Victoria Esquivel (“Plaintiff” or “Class Representative”) seeks final approval of the
4 class action settlement reached with Defendants Hamlet Karapetian, DMD, Inc. dba Friendly Smiles
5 Dental Group and Hamlet Karapetian Dental Corp. (together, “Defendants”). Subject to Court
6 approval, Plaintiff and Defendants (collectively, the “Parties”) have settled the Released Class Claims
7 and Released PAGA Claims as defined in the Joint Stipulation of Class Action and PAGA Settlement
8 (“Settlement Agreement” or “Settlement”) for a total escalated amount of Three Hundred Thousand
9 One Hundred Thirty-Nine Dollars and Twenty-Six Cents (\$300,139.26) (“Gross Settlement
10 Amount”). (See Declaration of Lizeth Marin in Support of Plaintiff’s Motion for Final Approval of
11 Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and
12 Settlement Administration Costs [“Marin Decl.”], ¶ 12, Exh. 1).

13 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
14 current and former non-exempt employees who worked for Defendants in the State of California at
15 any time during the Class Period” (“Class” or “Class Members”). (Settlement Agreement, ¶ 9.b.;
16 Marin Decl., ¶ 10). The “Class Period” is defined as the period from June 26, 2020 through November
17 2, 2025. (Settlement Agreement, ¶ 9.f.; Marin Decl., ¶ 10). The “Settlement Class Members” consist
18 of all Class Members who did not submit a timely and valid Request for Exclusion. (Settlement
19 Agreement, ¶ 9.mm; Marin Decl., ¶ 10). The “PAGA Employees” consist of “all current and former
20 non-exempt employees who worked for Defendants in the State of California at any time during the
21 PAGA Period.” (Settlement Agreement, ¶ 9.y.; Marin Decl., ¶ 10). The “PAGA Period” is defined
22 as the period from June 19, 2023 through November 2, 2025. (Settlement Agreement, ¶ 9.aa; Marin
23 Decl., ¶ 10).

24 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
25 approval under California law because it is fair, adequate, and reasonable. (Marin Decl., Exh. 1; See
26 *also, Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor*
27 *Company* (1996) 48 Cal.App.4th 1794, 180 l). The response of the Class to the Settlement confirms
28 that final settlement approval is appropriate. *There have been no objections or requests to opt-out*

1 from the Class Settlement. (Declaration of Gavin Brown of ILYM Group, Inc. Regarding Notice and
2 Settlement Administration [“ILYM Decl.”], ¶¶ 9 and 11).

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

7 Plaintiff seeks the Court’s approval of an attorneys’ fee award of thirty-five percent (35%) of
8 the escalated Gross Settlement Amount, equaling One Hundred Five Thousand Forty-Eight Dollars
9 and Seventy-Four Cents (\$105,048.74), plus reimbursement of actual litigation costs and expenses in
10 the amount of Twenty-Four Thousand Eight Hundred Fifty-Two Dollars and Three Cents (\$24,852.03)
11 (together, “Attorneys’ Fees and Costs”). Class Counsel’s request for an award of attorneys’ fees and
12 costs is reasonable and appropriate in light of the outstanding work performed by Class Counsel in the
13 matter, the contingent nature of this action, and the results achieved under the Settlement. (*See Lealao*
14 *v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

15 Plaintiff also requests the Court’s approval of the amount to be paid to Plaintiff in the amount
16 of Five Thousand Dollars and Zero Cents (\$5,000.00) (“Enhancement Payment”) for her services on
17 behalf of the Class. This amount proposed to be awarded to Plaintiff is fair and reasonable for the
18 reasons Plaintiff provided in her declaration. (*See Declaration of Plaintiff Victoria Esquivel in Support*
19 *of Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs,*
20 *Enhancement Payment, and Settlement Administration Costs [“Esquivel Decl.”] filed concurrently*
21 *herewith*). Courts approve incentive awards to plaintiffs when justified and appropriate to compensate
22 plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic Richfield Co.*
23 (N.D. Cal. 1995) 901 F. Supp. 294, 299).

24 Finally, Plaintiff requests that the Court approve the payment of Six Thousand Seven Hundred
25 Fifty Dollars and Zero Cents (\$6,750.00) (“Settlement Administration Costs”) to ILYM Group, Inc.
26 (“ILYM” or “Settlement Administrator”) as compensation for its administration services it has and
27 will provide in connection with the Settlement. (*See, generally, ILYM Decl.*).

28 ///

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

6 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

7 Defendants do business as Friendly Smiles Dental Group, which is a singular dental practice
8 formed by and revolving around dentist Hamlet Karapetian. Plaintiff was employed by Defendants as
9 an hourly-paid, non-exempt Dental Assistant from approximately December 2020 to approximately
10 June 2021. (Esquivel Decl., ¶ 2).

11 On June 19, 2024, Plaintiff provided written notice to the California Labor and Workforce
12 Development Agency ("LWDA") by online submission and to Defendants by U.S. Certified Mail,
13 pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor
14 Code alleged to have been violated by Defendants ("PAGA Letter"). (Marin Decl., ¶ 2).

15 On June 26, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Victoria*
16 *Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group; Hamlet Karapetian*
17 *Dental Corp.*, Santa Barbara County Superior Court Case No. 24CV03582 ("Action"), thereby
18 commencing a putative class action against Defendants. (*Id.*, ¶ 3).

19 On January 28, 2025, Plaintiff propounded written formal discovery onto Defendants
20 (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set
21 One), Special Interrogatories (Set One), Requests for Admission (Set One), and Requests for
22 Production of Documents (Set One)), noticed the deposition of Defendants' Person Most
23 Knowledgeable, and served a proposed stipulation and protective order – confidential designation only
24 and a Belaire-West notice. (*Id.*, ¶ 4).

25 On March 3, 2025, Defendants responded to Plaintiff's written formal discovery (specifically,
26 Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special
27 Interrogatories (Set One), Requests for Admission (Set One), and Requests for Production of
28 Documents (Set One)). (*Id.*, ¶ 5).

1 On September 3, 2025, the Parties participated in a formal mediation conducted by Kevin
2 Barnes, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex
3 wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to
4 reach an agreement to resolve this dispute on a class and representative basis. (*Id.*, ¶ 6). The Parties
5 then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.
6 (*Ibid*).

7 On October 22, 2025, Plaintiff filed a First Amended Class and Representative Action
8 Complaint (“Operative Complaint”) in the Action, which added a cause of action under the California
9 Labor Code Private Attorney General Act of 2004 (“PAGA”). (*Id.*, ¶ 7). The Operative Complaint
10 alleges eleven (11) causes of action for violations of the California Labor Code for failure to pay
11 minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and
12 premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments
13 in lieu thereof, failure to timely pay wages during employment, failure to provide accurate wage
14 statements, failure to timely pay wages upon termination, failure to reimburse necessary business
15 expenses, and failure to comply with requests to inspect records, for violations of California Business
16 & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code
17 violations, and for civil penalties under PAGA based on the aforementioned California Labor Code
18 violations. (*Ibid*).

19 On November 25, 2025, the Parties executed the Settlement Agreement. (*Id.*, ¶ 8 and Exh. 1).

20 On January 9, 2026, Plaintiff filed a Motion for Preliminary Approval of Class Action and
21 PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. (*Id.*, ¶ 9). On
22 March 26, 2026, the Court entered the Order Granting Preliminary Approval of Class Action and
23 PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of the
24 Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed
25 administration procedures and associated deadlines. (*Id.*, ¶ 9 and Exh. 2).

26 The Parties agree that the Class described herein may be certified for settlement purposes only.
27 If for any reason the Settlement is not approved, the certification will have no force or effect and will
28 immediately be revoked. The Parties further agree that certification for purposes of approving the

Settlement Agreement is in no way an admission that class certification is proper under the more stringent standard applied for litigation and that evidence of this limited stipulation for settlement purposes only will not be admissible for any purpose in this or any other proceeding.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary escalated Gross Settlement Amount of Three Hundred Thousand One Hundred Thirty-Nine Dollars and Twenty-Six Cents (\$300,139.26), which is exclusive of employer-side payroll taxes. (Settlement Agreement, ¶ 9.q.; Marin Decl., ¶ 12). The escalated Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of thirty-five percent (35%) of the escalated Gross Settlement Amount, equaling One Hundred Five Thousand Forty-Eight Dollars and Seventy-Four Cents (\$105,048.74); (2) Class Counsel's actual litigation costs and expenses, in the amount of Twenty-Four Thousand Eight Hundred Fifty Two Dollars and Three Cents (\$24,852.03); (3) Settlement Administration Costs in the amount of Six Thousand Seven Hundred Fifty Dollars and Zero Cents (\$6,750.00); (4) Enhancement Payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00); and (5) PAGA Amount in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00). (Settlement Agreement, ¶¶ 9.q, 12, 13, 14, and 15; Marin Decl., ¶ 12). After the above Court-approved amounts are deducted from the escalated Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately One Hundred Forty-Eight Thousand Four Hundred Eighty-Eight Dollars and Forty-Nine Cents (\$148,488.49). (Settlement Agreement, ¶ 9.v.; Marin Decl., ¶ 12).

Pursuant to the Escalator Clause in the Settlement Agreement, if the total number of Workweeks worked by the Class Members during the Class Period actually exceed 6,980 by more than 10% (i.e., if the Workweeks exceed 7,678), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. (Settlement Agreement, ¶ 16). It was determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period was 8,486, which amounted to an 11.576% increase. (ILYM Decl., ¶ 5; Marin Decl., ¶ 11). Therefore, the Gross Settlement Amount increased by \$31,139.26. (ILYM Decl., ¶ 5; Marin Decl. ¶

1 12).

2 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
3 to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) nor
4 does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share
5 of thirty-five percent (35%) of the PAGA Amount (“Individual PAGA Payment”). (Settlement
6 Agreement, ¶¶ 9.t. and 17; Marin Decl., ¶ 13). Individual Settlement Shares are calculated by the
7 Settlement Administrator by dividing the Net Settlement Amount by the total number of weeks each
8 Settlement Class Member worked for Defendants as a non-exempt employee during the Class Period
9 (“Workweeks”) to yield the “Final Workweek Value,” and multiplying each Settlement Class
10 Member’s individual Workweeks by the Final Workweek Value to yield each Settlement Class
11 Member’s final Individual Settlement Share. (Settlement Agreement, ¶¶ 9.t., 9.nn, and 17.b.; Marin
12 Decl., ¶ 13). Individual PAGA Payments are calculated by the Settlement Administrator by dividing
13 the amount of the PAGA Employees’ thirty-five percent (35%) share of the PAGA Amount
14 (\$3,500.00) by the total number of pay periods each PAGA Employee worked for Defendants as a
15 non-exempt employee in California during the PAGA Period (“Pay Periods”) to yield the “Pay Period
16 Value,” and multiplying each PAGA Employee’s individual Pay Periods by the Pay Period Value to
17 yield each PAGA Employee’s Individual PAGA Payment. (Settlement Agreement, ¶ 9.r., 9.cc., and
18 18; Marin Decl., ¶ 13)

19 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
20 (80%) penalties, interest, and non-wage damages. (Settlement Agreement, ¶ 19; Marin Decl., ¶ 15).
21 The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to
22 interest, penalties, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the
23 Settlement Administrator. (Settlement Agreement, ¶ 19; Marin Decl., ¶ 15). The Settlement
24 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages
25 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
26 net payment of their Individual Settlement Share (“Individual Settlement Payment”). (Settlement
27 Agreement, ¶¶ 9.s. and 19; Marin Decl., ¶ 16). The employers’ share of taxes and contributions in
28 connection with the wages portion of Individual Settlement Shares will be paid by Defendants

1 separately and in addition to the escalated Gross Settlement Amount. (Settlement Agreement, ¶ 19;
2 Marin Decl., ¶ 15). Each Individual PAGA Payment will be allocated as one hundred percent (100%)
3 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.
4 (Settlement Agreement, ¶ 19; Marin Decl., ¶ 15).

5 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
6 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
7 thereafter, shall be canceled. (Settlement Agreement, ¶ 37; Marin Decl., ¶ 16). Any funds associated
8 with such canceled checks will be distributed by the Settlement Administrator to the State of
9 California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA
10 Employee at issue. (Settlement Agreement, ¶ 37; Marin Decl., ¶ 16).

11 Upon the Effective Date and full funding of the escalated Gross Settlement Amount, Plaintiff
12 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
13 compromised, relinquished, and discharged the Released Parties of any and all claims as pled in the
14 Operative Complaint that occurred during the Class Period, including claims for (1) Violation of Cal.
15 Labor Code §§ 1194, 1197, and 1197.1 (Minimum Wages); (2) Violation of Cal. Labor Code §§ 510
16 and 1198 (Unpaid Overtime); (3) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Meal Break
17 Violations); (4) Violation of Cal. Labor Code § 226.7 (Rest Break Violations); (5) Violation of Cal.
18 Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment); (6) Violation of Cal.
19 Labor Code § 226(a) (Wage Statement Violations); (7) Violation of Cal. Labor Code §§ 201, 202, and
20 203 (Untimely Final Wages); (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to
21 Reimburse Necessary Business Expenses); (9) Violation of Cal. Business & Professions Code § 17200
22 et seq; and (10) Violation of Cal. Labor Code §§ 226 and 1198.5 (Failure to Comply with Requests to
23 Inspect Records) based on the allegations in the Operative Complaint, any and all wage and hour
24 claims that were asserted or could have been asserted in the Operative Complaint for unpaid wages,
25 economic damages, non-economic damages, any other damages, civil or statutory penalties (excluding
26 PAGA penalties), waiting time penalties, liquidated damages, and all other associated damages and/or
27 penalties, including claims under California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512,
28 1194, and 2802, all applicable IWC Wage Orders, and Business and Professions Code section 17200

1 *et seq.* (collectively, “Released Class Claims”). (Settlement Agreement, ¶¶ 9.ff and 38). Settlement
2 Class Members do not release any other claims, including claims for vested benefits, wrongful
3 termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,
4 social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
5 (*Id.*, ¶ 38).

6 Upon the Effective Date and full funding of the escalated Gross Settlement Amount, Plaintiff,
7 the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed
8 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
9 Released Parties of any and all claims for civil penalties under PAGA as pled in the PAGA Letter and
10 Operative Complaint for violation of California Labor Code section 2698, *et seq.* based on the
11 allegations in the PAGA Letter and Operative Complaint, as well as any and all PAGA claims that
12 were asserted or could have been asserted based on the factual allegations contained in the Operative
13 Complaint and PAGA Letter, through the PAGA Period, including in violation of California Labor
14 Code section 2698, California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),
15 558(a)(1)(2), 1994, 1197, 1197.1, 1198, 2800, and 2802, and all applicable IWC Wage Orders
16 (Settlement Agreement, ¶¶ 9.gg and 39).

17 Upon the Effective Date and full funding of the escalated Gross Settlement Amount, Plaintiff,
18 individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled,
19 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
20 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of
21 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
22 unasserted, arising out of, relating to, or resulting from her employment and/or separation of
23 employment with Defendants, which Plaintiff, at any time up until October 13, 2025, had or claimed
24 to have or may have. (Settlement Agreement ¶ 40). It is agreed that this is a general release and is to
25 be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
26 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law,
27 claims or actions to enforce the Settlement Agreement, or any claims for vested benefits,
28 unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits

1 that arose at any time, or based on occurrences outside the Class Period. (Ibid). Any and all rights
2 granted under any state or federal law or regulation limiting the effect of the Settlement Agreement,
3 including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY
4 WAIVED. (Ibid). Section 1542 of the California Civil Code reads as follows:

5 GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
6 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
7 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
8 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
9 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. (Ibid).

10 The “Released Parties” means Defendants, their corporate parent, if any, and Defendants’
11 respective and collective owners, agents, attorneys, insurers, past, present, and future divisions,
12 affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers,
13 employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors,
14 partners, parents, subsidiaries, managed service providers, any and all locations where Class Members
15 and PAGA Employees performed work for Defendants as non-exempt employees during the Class
16 Period and PAGA Period, any and all entities that operate those facilities, any and all alleged joint
17 employers, privies, and/or any and all persons and/or corporate entities acting by, through, under, or
18 in concert with any of them, including any and all alleged joint employers. (*Id.*, ¶ 9.hh).

19 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

20 ILYM has taken all necessary steps to effectuate the notice and settlement administration
21 process, as set forth in the Preliminary Approval Order.

22 On February 26, 2026, ILYM received the Court approved text for the Class Notice from Class
23 Counsel. (ILYM Decl., ¶ 4).

24 On March 12, 2026, ILYM received the class data file from Defendants’ counsel, which
25 contained the full name, last known mailing address, Social Security number, dates worked for
26 Defendants during the Class period, and such other information as was necessary for the Settlement
27 Administrator to calculate Workweeks and Pay Periods (collectively, “Class List”). (*Id.*, ¶ 5). The
28 Class List was uploaded to ILYM’s database and checked for duplicates and other possible
discrepancies. (Ibid). The Class List contained 98 Class Members who worked 8,486 Workweeks
and 70 PAGA Employees who worked 2,132 Pay Periods. (*Id.*, ¶¶ 5 and 15).

1 As part of the preparation for mailing, all 98 names and addresses contained in the Class List
2 were then processed against the National Change of Address (“NCOA”) database, maintained by the
3 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses
4 of the Class Members before mailing of the Class Notice. (*Id.*, ¶ 6). The NCOA contains requested
5 change of addresses filed with the USPS. (*Ibid.*). To the extent that an updated address was found in
6 the NCOA database, the updated address was used for the mailing of the Class Notice. (*Ibid.*). To the
7 extent that no updated address was found in the NCOA database, the original address provided by
8 Defendants’ counsel was used for the mailing of the Class Notice. (*Ibid.*).

9 On March 19, 2026, the Class Notice was mailed, in both English and Spanish, via U.S. First
10 Class Mail, to all 98 individuals contained in the Class List. (*Id.*, ¶ 7). 7 Class Notices were returned
11 to ILYM as undeliverable. (*Id.*, ¶ 8). ILYM performed a computerized skip trace on the 7 returned
12 Class Notices that did not have a forwarding address in an effort to obtain an updated address for the
13 purpose of re-mailing the Class Notice. (*Ibid.*). As a result of this skip trace, 6 updated addresses were
14 obtained and the Class Notices were promptly re-mailed to those Settlement Class Members, via U.S.
15 First Class Mail. (*Ibid.*). A total of 1 Class Notice has been deemed undeliverable as no updated address
16 was found notwithstanding the skip tracing. (*Ibid.*).

17 Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the
18 Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Dispute (“Response
19 Deadline”). (Settlement Agreement, ¶ 9.jj). The Response Deadline was May 4, 2026 and the
20 extended Response Deadline for Class Members whose Class Notice was re-mailed was May 19, 2026.
21 (ILYM Decl., ¶¶ 9-11). The Settlement Administrator did not receive any Requests for Exclusion,
22 Notice of Objections, and/or Disputes. (*Ibid.*).

23 The estimated average gross Individual Settlement Share is \$1,411.64, the estimated highest
24 gross Individual Settlement Share is \$4,555.15, and the estimated lowest gross Individual Settlement
25 Share is \$4.66; the estimated average Individual PAGA Payment is \$50.00, the estimated highest
26 Individual PAGA Payment is \$101.78, and the estimated lowest Individual PAGA Payment is \$1.64.

(*Id.*, ¶¶ 14 and 15).¹

V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA

On January 9, 2026, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2). (Marin Decl., ¶ 17). The LWDA has not objected or otherwise responded to the submissions. (*Ibid.*).

VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL

A. The Legal Standard for Final Approval

Before granting final approval of a class action settlement, the Court must review the settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the strength of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, and the reaction of the class members to the proposed settlement. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801 [“The list of factors is not exhaustive and should be tailored to each case”]; *Officers for Justice v. Civil Serv. Comm’n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, 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. (*Wershba*, 91 Cal.App.4th at 245; *Dunk*, 48 Cal.App.4th at 1802). “The settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements.” (*Officers for Justice*, *supra*, 688 F.2d at 625).

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¹ The actual average, highest, and lowest Individual Settlement Shares will be larger than the amounts stated in the ILYM Decl. because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$35,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$10,147.97 will be part of the Net Settlement Amount).

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

2 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
3 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
4 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
5 were at all times made at arm’s-length and were adversarial. (Marin Decl., ¶ 18). The Parties engaged
6 in extensive formal and informal discovery prior to reaching a settlement at the mediation. (*Id.*, ¶ 19).

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

8 Courts typically assess the status of discovery in determining whether a class action settlement
9 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
10 Defendants produced random sampling of putative class members’ time and pay records, and
11 information regarding the total number of putative class members, the number of current versus former
12 employees, the total workweeks worked by the putative class members, and the average rate of pay
13 for the putative class members. (Marin Decl., ¶ 19). This allowed Class Counsel to conduct an
14 informed assessment and analysis of the strengths and weaknesses of the claims and the potential
15 class-wide damages. (*Ibid*). Plaintiff’s investigation was sufficient to satisfy the criteria for court
16 approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v.*
17 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

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

27 ///

28 ///

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

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

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

21 Defendants denied and continue to deny any liability and wrongdoing of any kind associated
22 with the claims alleged in the Action, and further deny that class certification is appropriate for any
23 purpose other than the Settlement. (*Id.*, ¶ 23). Defendants believe that they would ultimately prevail
24 in the Action. (Ibid). Defendants proffered defenses to both certification and to the merits of
25 Plaintiff’s claims. (Ibid). Defendants contended that Plaintiff’s claims are not suitable for class
26 certification because individual issues would predominate should this case go to trial. (Ibid). As with
27 all class actions, these complex cases raise difficult management and proof issues and, accordingly,
28 there is a significant risk that the Court may deny class certification. (Ibid).

1 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
2 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
3 uncertain proposition. (*Id.*, ¶ 24). In order to prove liability and damages, Class Counsel would need
4 to request and analyze thousands of pages of documents, obtain the Class Members' contact
5 information, contact them, and obtain declarations at great expense. (*Ibid*). Obtaining the cooperation
6 of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
7 against a current employer. (*Ibid*). On the other hand, Defendants would likely be able to obtain the
8 cooperation of their employees. (*Ibid*). Moreover, even if Plaintiff prevailed at class certification and
9 trial, possible appeals would substantially delay any recovery by the Class. (*Ibid*).

10 This Settlement provides broad enforcement and promotes deterrence. Here, Plaintiff assessed
11 that the adjusted estimated liability was approximate \$278,033.00 and obtained a settlement of
12 \$269,000 (prior to escalation), representing 97% of the estimated liability. (*See* Plaintiff's Motion for
13 Preliminary Approval, Page 14). In *Gentry v. Superior Court*, 42 Cal. 4th 443, 477 (2007), the
14 California Supreme Court explained that class actions are necessary and otherwise enforcement would
15 be "random and fragmentary." The court explained that absent effective enforcement, the employer's
16 costs of paying occasional judgments and fines may be significantly outweighed by the cost savings
17 of not paying overtime. (*Id.* at 462). Further, in *Sanchez v. Western Pizza Enterprises, Inc.*, 172 Cal.
18 App. 4th 154, 170-171 (2009), the court emphasized that class actions provide an efficient and cost-
19 effective means for employees to address systemic wage violations, particularly for vulnerable
20 workers who may be unaware of their rights or fear retaliation.

21 Further, the California Legislature enacted PAGA to address systemic underenforcement of
22 labor laws due to limited resources within the LWDA. By deputizing employees to act as private
23 attorneys general, PAGA empowers plaintiffs, such as here, to enforce labor laws and recover civil
24 penalties on behalf of the State. (*Osuna v. Spectrum Security Services, Inc.*, 111 Cal. App 5th 516,
25 524 (2025)). PAGA established a schedule for civil penalties "significant enough to deter violations".
26 (*Ibid*). The public enforcement mechanics and penalties ensure that employers are held accountable
27 for systemic violations, thereby promoting compliance with labor laws. (*Amaro v. Anaheim Arena*
28 *Management, LLC* 69 Cal. App. 5th 521, 541 (2021)).

1 In light of the Parties’ respective legal positions and the risks of continued litigation, the
2 escalated Gross Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate,
3 and reasonable. (*Id.*, ¶ 25).

4 **VII. THE REQUESTED ATTORNEYS’ FEES AND COSTS ARE REASONABLE**
5 **AND SHOULD BE APPROVED**

6 Class Counsel seeks thirty-five (35%) of the escalated Gross Settlement Amount (i.e.,
7 \$105,048.74) for fees for the time spent litigating this matter and reimbursement of actual costs and
8 expenses totaling Twenty-Four Thousand Eight Hundred Fifty-Two Dollars and Three Cents
9 (\$24,852.03) incurred in the prosecution of the Action. (Marin Decl., ¶ 26). The requested fees and
10 costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation
11 on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for
12 the Class Members. (*Ibid.*).

13 **A. Plaintiff’s Fee Request of Thirty-Five Percent (35%) of the Escalated Gross**
14 **Settlement Amount is Proper Under the Common Fund Doctrine**

15 Courts have long recognized the “common fund” or “common benefit” doctrine, under which
16 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
17 costs to be paid out of the fund. (*See Serrano v. Priest (“Serrano III”) (1977) 20 Cal.3d 25, 34,*
18 *quoting D’Amico v. Board of Medical Examiners (1974) 11 Cal.3d 1; Glendale City Employees’*
19 *Association v. City of Glendale (1975) 15 Cal.3d 328, 341 fn.19; Quinn v. State of California (1995)*
20 *15 Cal.3d 162, 16 7; see also Boeing Co. v. Van Gernert (1980) 444 U.S. 472,478; Mills v. Electric*
21 *Auto-Lite Co. (1970) 396 U.S. 375, 391-392).*

22 The California Supreme Court has held that, “when a number of persons are entitled in
23 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
24 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys’ fees
25 out of the fund.” (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D’Amico*, 11 Cal.3d 1; *see also Boeing,*
26 *supra*, 444 U.S. at 478 (“[A] lawyer who recovers a common fund for the benefit of persons other than
27 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills, supra,*
28 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class

actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3 explains the common fund doctrine as follows:

Where the lawsuit results in the recovery of a fund or property benefiting others as well as plaintiff (e.g., a class action), the court has inherent equitable power to order plaintiffs attorney fees paid out of the common fund or property [citations]. Such fee spreading assures that all of those benefited by the litigation pay their fair share of obtaining the recovery.

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

In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme 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, 110-111, the California Supreme Court recognized that the common benefit 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.”

Numerous appellate courts have similarly found. (See e.g., *Knoff v. City and County of San Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers); *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v. Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action compelling state to claim dormant bank accounts)).

The Supreme Court noted that several courts have expressed frustration with the alternative “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and often indecipherable time records. (*Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, 503; see *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373, 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class counsel and absent class members; (2) it encourages efficient

1 resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it
2 reduces the demands on judicial resources. (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The
3 Ninth Circuit now routinely uses the percentage of the common fund approach to determine the award
4 of attorney's fees. (*Lealao*, 82 Cal.App.4th at 30-31; see e.g., *In re Pac. Enters. Sec. Litig.* (9th Cir.
5 1995) 47 F.3d 373, 378-79 (approving attorney's fee of 33%)).

6 A fee of thirty-five (35%) of the escalated Gross Settlement Amount (i.e., \$105,048.74) is
7 easily within the range of reasonableness. Historically, courts have awarded percentage fees in the
8 range of 20% to 50%, depending on the circumstances of the case. (See *In re Activision Sec. Litig.*,
9 723 F. Supp. at 1378). According to Professor Newberg: "No general rule can be articulated on what
10 is a reasonable percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a
11 reasonable fee award from a common fund, in order to assure that fees do not consume a
12 disproportionate part of the recovery obtained for the class, though somewhat larger percentages are
13 not unprecedented." (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel's requested fee is
14 reasonable and falls well within the historical range of attorney's fee awards under the common fund
15 theory. Based on Class Counsel's showing of reasonableness, the Court should approve the requested
16 fees pursuant to the common fund approach.

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

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

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

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

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

30 From the outset of the Action to the present, prosecution of this matter has involved significant
31 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,

1 with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this
2 matter with no guarantee of success. The risks of this matter are apparent in that class certification
3 would likely have been a hard-fought issue, especially given the uncertainty regarding certification of
4 cases such as this. Moreover, even if class certification were granted over Defendant's opposition,
5 there was no assurance that Plaintiff would succeed at trial. (Marin Decl., ¶¶ 22-24). Despite such
6 challenges, Class Counsel was able to persuade Defendants that they faced significant liability
7 exposure such that they were willing to pay \$300,139.26 to settle the Class Members' claims.

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

9 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
10 including litigation involving the legal issues in this matter. (Marin Decl., ¶¶ 29 and 30). Class
11 Counsel's skill in developing a factual record and convincing Defendants of their litigation exposure
12 under California law was essential to achieving the Settlement. Through its skill and reputation, Class
13 Counsel was able to obtain a settlement that provides an outstanding result for Class Members. (See
14 *generally* Marin Decl.).

15 **E. The Results Achieved**

16 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'
17 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the
18 absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of
19 which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class
20 Members will be paid, on average, approximately \$1,411.64 each, which is intended to compensate
21 them for the alleged wage and hour violations they suffered during their employment. (Marin Decl.,
22 ¶ 14). This is a significant benefit for the Settlement Class Members here as it represents a recovery
23 for highly disputed claims. Equally important is the fact that the State of California will receive
24 \$6,500.00 for enforcement of labor laws and education of employers. (*Id.*, ¶ 36).

25 Furthermore, the efficiency with which this litigation was conducted and resolved should be
26 rewarded. After preparing and investigating the case prior to filing the Action, Class Counsel strongly
27 litigated and then resolved the case in an efficient manner. The Class Members will directly benefit
28 from the prompt and fair resolution of their claims. They will be receiving a significant award in a

1 relatively short period of time, as opposed to waiting years to recover some undetermined amount if
2 they succeeded at trial, which is an uncertainty in itself.

3 **F. Preclusion of Other Employment**

4 As California law recognizes, Class Counsel's commitment to this litigation should not be
5 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
6 attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See*
7 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
8 additional work that was available, and which Class Counsel had to forego in order to devote the time
9 necessary to pursue this litigation. (Marin Decl., ¶ 28).

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

11 Fee calculations under the lodestar method would result in a similar award, demonstrating the
12 fairness of Class Counsel's percentage fee request. Under the lodestar method, a base fee amount is
13 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
14 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
15 various factors. (*Serrano 111, supra*, 20 Cal.3d at 48). Class Counsel's hourly rates are summarized
16 in the Marin Decl. at ¶¶ 29 and 30.

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

28 ///

1 Class Counsel has spent approximately 181.30 total hours litigating these claims to date.²
2 (Marin Decl., ¶ 30). Class Counsel expects to spend another 10 hours in connection with the final
3 approval process (including preparing for and attending the Final Approval Hearing, and managing
4 the Settlement through its conclusion, including anticipated communications with defense counsel, the
5 Settlement Administrator, our client, and Class Members). (*Id.*, ¶ 31). In addition to time spent during
6 litigation, reasonable hours also include the time spent before the Action was filed, including time
7 spent interviewing the client, investigating the facts and the law, preparing the initial pleadings, as
8 well as litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award
9 should include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982)
10 32 Cal .3d 621, 639 ("Serrano IV")). Based on the rates of Class Counsel, the total fees incurred to
11 date are \$159,691. (Marin Decl., ¶ 30). By the conclusion of this matter, the total fees are estimated
12 to be approximately \$166,441. (*Id.*, ¶ 31).

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

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

26 ² In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence is required in
27 California to support a fee application. The court held: "Testimony of an attorney as to the number of hours worked on a
28 particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records." *Id.* There is no need to attach the voluminous invoices prepared in a case as a basis for an award of fees and costs. *Id.* Through Class Counsel's declaration in support of this application, however, Plaintiff presents a thorough breakdown of the hours spent and costs incurred in prosecuting this class action. Pursuant to *Martino, supra*, this presentation is sufficient to support the amount requested.

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

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

10 Given the unique reliance of our legal system on private litigants to enforce
11 substantive provisions of law through class and derivative actions, attorneys
12 providing the essential enforcement services must be provided incentives
13 roughly comparable to those negotiated in the private bargaining that takes
14 place in the legal marketplace, as it will otherwise be economic for
defendants to increase injurious behavior. It has therefore been urged (most
persistently by Judge Richard Posner) that in defining a reasonable fee in
such representative actions, the law should mimic the market.

15 In the class action context, that would mean attempting to award the fee that
16 informed private bargaining, if it were truly possible, might have reached.
17 The simplest way for the law to duplicate the bargain that informed parties
would reach if agency costs were low is to look to fee award levels in actions
brought by sophisticated private parties under the same or comparable
statutes.

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

19 [T]rial judges need the flexibility *Serrano III* provides, as it enables them to
20 relate fee awards to the economic realities that determine the efficacy of the
private enforcement contemplated by our civil justice system.
21 Accordingly, we hold that, in cases in which the value of the class recovery
22 can be monetized with a reasonable degree of certainty and it is not
23 otherwise inappropriate, a trial court has discretion to adjust the basic
lodestar through the application of a positive or negative multiplier where
necessary to ensure that the fee awarded is within the range of fees freely
negotiated in the legal marketplace in comparable litigation.

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

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

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

2 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
3 clearly disclosed to each Class Member in the Court-approved Class Notice. (Marin Decl., ¶ 33; See
4 also, ILYM Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to
5 the request for attorneys' fees. (ILYM Decl., ¶ 10). It is fair to conclude that the Class approves of
6 and does not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's
7 request for thirty-five percent (35%) of the escalated Gross Settlement Amount, equaling One Hundred
8 Five Thousand Forty-Eight Dollars and Seventy-Four Cents (\$105,048.74), should be granted.

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

10 Class Counsel seeks reimbursement of a total amount of Twenty-Four Thousand Eight
11 Hundred Fifty-Two Dollars and Three Cents (\$24,852.03) in costs and expenses in this matter, which
12 includes reasonable future costs for filing the Motion. (Marin Decl., ¶ 32 and Exh. 4). All costs and
13 expenses were reasonably incurred in prosecution of this matter.

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

16 The named Plaintiff should be awarded an Enhancement Payment in the amount of Five
17 Thousand Dollars and Zero Cents (\$5,000.00) for her services as the Class Representative and the
18 risks in connection with that role. (Marin Decl., ¶ 34). Enhancement awards in wage and hour cases
19 typically range from \$5,000.00 to \$20,000.00, although some awards are higher. (Ibid). Often,
20 multiple class representatives receive awards in the above range. (See e.g., *Munoz v. BCI Coca-Cola*
21 *Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of
22 \$10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir.
23 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) ["We also think there
24 is something to be said for rewarding those drivers who protect and help to bring rights to a group of
25 employees who have been the victims of discrimination."]). Here, the requested Enhancement
26 Payment is modest, reasonable, and should be approved.

27 ///

28 ///

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

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

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

Further, Plaintiff agreed to sign a broad general release. (*Id.*, ¶ 12; See Settlement Agreement, ¶ 40). Had Plaintiff not agreed to such broad language in the release then the Parties would likely not have been able to come to an agreement. In contrast, without having to take on any of the risk incurred by Plaintiff or time spent by Plaintiff in litigating this matter, Settlement Class Members will automatically be issued a payment for their claims. It appears that the Settlement Class Members recognize this enhancement was justified because since the time the Class received notice of the requested Enhancement Payment, no one has objected to the request. Thus, the Enhancement Payment to Plaintiff is warranted to compensate her for her time and effort, the fear and stress associated with assuming the responsibility of serving as the Class Representative, and the concrete risks she assumed as the Class Representative.

IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE

The Settlement Agreement provides for Settlement Administration Costs not to exceed Five Thousand Five Hundred Dollars and Zero Cents (\$5,550.00). (Marin Decl., ¶ 35). This amount, however, did not account for Spanish translation of the Class Notice. (*Ibid.*). At the preliminary approval hearing, the Court directed that the Class Notice also be mailed in Spanish. (*Ibid.*). As a result, ILYM Group, Inc., the approved Settlement Administrator, provided Class Counsel with a revised quote of Six Thousand Seven Hundred Fifty Dollars and Zero Cents (\$6,750.00) – an increase attributable solely to the cost of translating the Class Notice into Spanish. (Marin Decl., ¶ 35; ILYM Decl., ¶ 16 and Exh. B). Based thereon, the requested costs should be approved.

X. THE PROPOSED LWDA ALLOCATION IS REASONABLE

Pursuant to California Labor Code Section 2699(s)(1), the Superior Court shall review and approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code § 2699(s)(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and should be approved. As part of the Settlement, Defendants have agreed to pay Ten Thousand Dollars and Zero Cents (\$10,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of which the payment of Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) (65% of the PAGA Amount) will be paid to the LDWA for education and enforcement purposes. (Marin Decl., ¶ 36).

1 It is extremely common in approved wage and hour class action cases that settle that only a
2 small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to
3 class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
4 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
5 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
6 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
7 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
8 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
9 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
10 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
11 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
12 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
13 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
14 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here,
15 in these approved settlements, the parties generally maximized statutory penalties and minimized
16 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
17 California Labor Code violations. (Marin Decl., ¶ 37).

18 **XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE**

19 California law vests the Court with broad discretion in fashioning an appropriate notice
20 program. (See California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-
21 74). To protect the rights of absent class members, the parties must provide class members with the
22 best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985)
23 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice
24 must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*
25 *Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which
26 is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of
27 the action and afford them an opportunity to present their objections"])). The content and method of
28 the notice should be designed to apprise the class members of the terms of the proposed settlement

1 and of the class members' rights regarding the settlement. (*See Mullane, supra*, 339 U.S. at 314;
2 *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
3 F. Supp. 364, 378).

4 The Class Notice approved by the Court met these requirements: it identified the Parties and
5 described the Action, the Class, the escalated Gross Settlement Amount, the proposed method for
6 distribution of the escalated Gross Settlement Amount, the amounts proposed to be paid as the
7 Enhancement Payment to Plaintiff, the Settlement Administration Costs to the Settlement
8 Administrator, and the Attorneys' Fees and Costs to Class Counsel. (Marin Decl., ¶ 38; *see also* ILYM
9 Decl., Exh. A thereto). The Class Notice described the proposed Settlement with enough specificity
10 to allow each Class Member to make an informed choice whether to accept and participate in it. (Ibid).
11 It also explained how and when Class Members may object to or opt out of the Class Settlement.
12 (Ibid). Finally, the Class Notice provided the date for the hearing on final approval of the Settlement
13 and informed Class Members how to obtain additional information about the Settlement. (Ibid).

14 **XII. CONCLUSION**

15 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
16 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
17 attorneys' fees to Class Counsel of \$105,048.74; (2) the requested reimbursement of actual costs and
18 expenses to Class Counsel of \$24,852.03; (3) the requested Enhancement Payment to Plaintiff of
19 \$5,000.00; (4) the PAGA Amount of \$10,000.00; and (5) the requested Settlement Administration
20 Costs to the Settlement Administrator of \$6,750.00; and permit the filing of a memorandum that
21 exceeds the page limit.

22 Respectfully submitted,

23 Dated: June 22, 2026

BLACKSTONE LAW, APC

Lizeth Marin

24 By: Lizeth Marin
25 Attorney for Plaintiff Victoria Esquivel
26 and the Class
27
28