Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff the Class

(ADDITIONAL COUNSEL ON NEXT PAGE)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

ANTHONY MANOS, as an individual and on behalf of all others similarly situated, Plaintiff, v. ACRISURE OF CALIFORNIA PARTNER GROUP, LLC, a Limited Liability Company; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24CV011682 Assigned to Hon. Jill H. Talley in Department 23 **PLAINTIFF'S NOTICE OF MOTION AND *UNOPPOSED* MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT** Date: February 13, 2026 Time: 9:00 a.m. Department: 23

ADDITIONAL COUNSEL

Dennis S. Hyun (State Bar No. 224240)
dhyun@hyunlegal.com
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (SBN 170131)
bill@polarislawgroup.com
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333

Edward W. Choi, Esq. SBN 211334
edward.choi@choiandassociates.com
LAW OFFICES OF CHOI & ASSOCIATES
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: (213) 381-1515
Facsimile: (213) 465-4885

Attorneys for Plaintiff and the Class

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on February 13, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard before the Honorable Jill H. Talley, judge presiding, in Department 23 of the above referenced Court located at 720 9th Street, Sacramento, CA 92415, Plaintiff Anthony Manos ("Plaintiff"), will and hereby does seek an Order:

1. Granting final approval to the Amended Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or "Agreement") in this action;
2. Certifying the following Class for settlement purposes only "all current and former non-exempt employees of Defendant Acrisure of California Partner Group, LLC who were employed in the State of California, paid overtime wages and whose wage statements failed to identify overtime rates at any time during the class period of time of June 12, 2023 through September 1, 2024 ("Class Period")";
3. Approving distribution of the settlement funds to Class Members pursuant to the terms of the Settlement Agreement;
4. Approving Plaintiff's request for a Class Representative Incentive Payment of $10,000.00 pursuant to the terms of the Settlement Agreement;
5. Approving Class Counsel's request for an award of attorneys' fees of 33 1/3% of the Gross Settlement Amount, or $91,666.67, and reimbursement of litigation costs of $2,097.53 pursuant to the terms of the Agreement;
6. Approving payment of the settlement administration costs to Phoenix Settlement Administrators in the amount of $9,000.00, pursuant to the terms of the Agreement;
7. Approving PAGA payment $20,000.00 (75% to be paid to the LWDA and 25% to the aggrieved employees), pursuant to the terms of the Agreement; and
8. Entering final judgment as to the Class Members, the Aggrieved Employees, and the State of California (including the Labor and Workforce Development Agency) in this action.

This motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for Court approval of the settlement of a purported class action and allows the Court to grant final certification of a class for settlement purposes. The overwhelmingly positive Class response, as shown by the lack of objections to the settlement and the fact that no Class Members opted out, supports that the settlement is fair, reasonable, and adequate, including in light of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws—and should be granted final approval.

Pursuant to Local Rule 1.06 (A), the court will make a tentative ruling on the merits of this matter by 2:00 p.m. on February 12, 2026, the court day before the hearing. The complete text of the tentative rulings for the department may be downloaded off the court's website. If a party does not have online access, they may call the dedicated phone number for the department as referenced in the local telephone directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and receive the tentative ruling. If a party does not call the court and the opposing party by 4:00 p.m. the court day before the hearing, no hearing will be held.

This motion will be based on the attached Memorandum of Points and Authorities, the supporting Declarations of Larry W. Lee, William L. Marder, Edward W. Choi, Dennis S. Hyun, Anthony Manos, and Taylor Mitzner on behalf of Phoenix Settlement Administrators, and upon the oral arguments of counsel (should there be any) and on the complete records and file herein.

DATED: January 21, 2026

LAW OFFICES OF CHOI & ASSOCIATES, APLC

By: ______________________

Edward W. Choi
Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to Local Rule 2.99.05, Plaintiff Anthony Manos ("Plaintiff" or "Class Representative") submits this Memorandum in support of the Motion for Final Approval of the Amended Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement", "Settlement", or "Agreement").

Per the Court's October 14, 2025 Order Granting Plaintiff's Motion for Preliminary Approval ("Preliminary Approval Order"), the Settlement Administrator, Phoenix Settlement Administrators ("Phoenix" and/or "Settlement Administrator"), distributed the Class Notice to all 373 Class Members. (*See* Declaration of Taylor Mitzner on Behalf of Phoenix Settlement Administrators in Support of Final Approval of Class Action Settlement ("Admin Decl.") at ¶5.) As of the date of this declaration, one (1) Notices remain undeliverable, because an updated address could not be obtained via skip trace. (*Id.* at ¶6). There have been *zero* (0) objections filed to the Settlement and *zero* (0) requests for exclusion from the Settlement. (*Id.* at ¶¶8-9, Ex. B). Thus, there is a 100% participation rate with not a single objection. (*Id.* at ¶11). This favorable response by the Class supports the Court's Preliminary Approval Order finding that the Settlement was fair, adequate and reasonable, and further supports the granting of this instant Motion.

In sum, as a result of the notice process, and in light of the complete lack of any objections and request for exclusions, the Court may confirm its preliminary approval as this process supports the Court's initial finding that the Settlement is fair, adequate and reasonable.

In addition to the results of the notice process, for the same reasons as set forth earlier in Plaintiff's Motion for Preliminary Approval of Class Action Settlement, the following represents the key financial terms of the Settlement:

- Gross Settlement Amount of $275,000.00 for a class size of 373 and Class Members will be entitled to recover, on average, $381.33, with the highest award being approximately $516.47 each after deductions for fees, costs, representative award and PAGA payment (Admin Decl. ¶ 14);
- Class Counsel's attorneys' fees of $91,666.67 and reimbursement of litigation costs of

$2,097.53[1];

- Class Representative's Enhancement of $10,000.00;
- Settlement Administration costs of $9,000.00; and
- PAGA payment of $20,000.00 (75% to be paid to the LWDA and 25% to the aggrieved employees), pursuant to the terms of the Agreement.

Based on foregoing, the Court should grant Final Approval consistent with the Preliminary Approval Order.

II. THE SETTLEMENT

A. Class Members Were Provided Proper Notice.

The notice procedures required by the Preliminary Approval Order have been followed and satisfy all due process rights of Class Members.

The Preliminary Approval Order contemplated that the Notice of Class Action Settlement ("Notice"), as approved in the Preliminary Approval Order, be sent to all Class Members by first class mail, as specified in the Settlement Agreement. The Preliminary Approval Order contemplated, further, that Phoenix would serve as the Settlement Administrator.

As clearly stated in the Declaration of the Settlement Administrator, notice was provided to Class Members as required by the Preliminary Approval Order. The Settlement Administrator received a Class Member mailing list from Defendant that included 373 Class Members, and, on November 10, 2025, each of the persons identified on the mailing list was sent the Notice via first class mail. (Admin Decl. at ¶¶3-5.) Seven (7) Notices were returned to the Settlement Administrator. (*Id.* ¶6). Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing and six (6) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail. (*Id.*) One (1) Notice remains undeliverable, because an updated address could not be obtained via skip trace. (*Id.* ¶7.)

The provision of the notice to Class Members and administration of the settlement as described above meets the requirements for the "best notice practicable" in this case as necessary to protect the due process rights of Class Members. *See, e.g., Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12

[1] The maximum costs that were allocated per the Settlement Agreement were $10,000.

(1985) (provision of "best notice practicable" with description of the litigation and explanation of opt-out rights satisfies due process); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974) (individual notice must be sent to class members who can be identified through reasonable means); *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (best practicable notice is that which is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections").

Here, the Class Members were provided with a mailing regarding the settlement that explained the settlement, right and process to opt-out or object, and allowed Class Members to seek information, ask questions, and seek additional forms. As such, proper notice has been given to the Class Members.

The Court, therefore, may proceed to determine the fairness and adequacy of the Settlement, and order its approval, secure in the knowledge that all absent Class Members have been given the opportunity to participate fully in the exclusion, objection, and the approval process.

III. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE AND REASONABLE, AND THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL

A. The Terms of the Settlement, the Negotiation of the Settlement and the Reception of the Settlement By Class Members All Strongly Support the Conclusion That the Settlement is Fair, Adequate and Reasonable

Without reiterating the Parties' showing that the Settlement Agreement and the negotiation process that led up to it was fair and adequate, as set forth in detail in the Motion for Preliminary Approval of Class Action Settlement, the Parties highlight the following facts. The Agreement was the product of negotiation between highly able and experienced attorneys on both sides, possessed of the relevant data and extensive legal research which they had carefully analyzed. (Declaration of Edward Choi ("Choi Decl.") at ¶¶ 2-3).

The results after mailing of the Class Notice support confirmation of the Court's preliminary approval of the settlement with final approval of the settlement, as evidenced by the fact that ***there is not a single Class member who has objected to the current settlement*** *and no class member requested exclusion*. (Admin Decl. at ¶¶8-9). As such, there is a 100% participation rate in the settlement without a single objection.

The Court may appropriately infer that the class action settlement is fair, adequate and reasonable when, among other reasons, few class members object to it. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992) The Court should further construe the lack of any objection to this current settlement, as well as there were no opt-outs, as an indication that Class Members themselves view the settlement as fair, adequate and reasonable.

B. Under Well-Established Legal Principles, the Court Should Grant Final Approval to the Settlement

1. <u>Standard of Review</u>

On a motion for final approval of a class action settlement under Civil Code § 1781(f) and Federal Rules of Civil Procedure ("FRCP") Rule 23(e), a court's inquiry is whether the settlement is "fair, adequate and reasonable."[2] *Officers for Justice v. Civil Serv. Comm'n*, 668 F.2d 615, 625 (9th Cir. 1982), *cert. denied subnom.*, *Byrd v. Civil Serv. Comm'n*, 459 U.S. 1217 (1983). A settlement is fair, adequate and reasonable, and therefore merits final approval, when "the interests of the class are better served by the settlement than by further litigation." *See* Manual for Complex Litigation Fourth (Fed. Judicial Center 2004) ("Manual"), § 21.6 at 309.

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. *See* 4 Newberg on Class Actions 4th § 11.41 (2008); *Chemical Bank v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992); *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976).

Although the Court possesses "broad discretion" in determining that a proposed class action settlement is fair, the Court's role 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. *See Officers for Justice*, *supra* 688 F.2d at 625. Accordingly, the Court should give due regard to what is otherwise a "private consensual agreement" between the parties. *Id.*; *see also Church v. Consolidated Freightways, Inc.*, 1993 WL 149840 (N.D. Cal. 1993); *In re Wash. Pub. Power Supply Sys. Sec. Litig.*,

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[2] Both Civil Code § 1781(f) and FRCP Rule 23 have been expressly authorized by the California Supreme Court for use in all California class action litigation. *See Vasquez v. Superior Court* (1971) 4 Cal. 3rd 800, 820-821.

720 F.Supp. 1379 (D. Ariz. 1989), *aff'd sub nom.*, *City of* Seattle, 955 F.2d 1268; Manual § 21.6 at 309 ("The judicial role in reviewing a proposed settlement is critical, but limited to approving the proposed settlement, disapproving it, or imposing conditions on it. The judge cannot rewrite the agreement.")

A court's approval of a class action settlement will only be reversed for a clear abuse of discretion. *See Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801; *see also Officers for Justice*, 688 F.2d at 626 ("reverse only upon a strong showing that the district court's decision was a clear abuse of discretion"); *Chemical Bank*, 955 F.2d at 1276; *Ackerman v. Kassar*, 1993 WL 326453 (9th Cir. 1993); *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1238 (9th Cir. 1998).

As the court in *7-Eleven Owners for Fair Franchising v. Southland Corp* cautioned: "[i]t cannot be overemphasized that neither the trial court in approving the settlement nor this Court in reviewing that approval have the right or duty to reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute. It is well settled that in the judicial consideration of proposed settlements, 'the [trial] judge does not try out or attempt to decide the merits of the controversy,' [citation] and the appellate court 'need not and should not reach any dispositive conclusions on the admittedly unsettled legal issue.'" *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal. App. 4th 1135, 1146.

2. <u>The Settlement Is Presumed To Be Fair</u>

The Court should begin its analysis with the presumption that the settlement is fair and should be approved:

> [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 v. Ford Motor Co (1996) 48 Cal. App. 4th 1794, 1802; *7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at 1146; *accord, Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980); *In re Wash. Pub Power Supply*, 720 F Supp at 1387.

The settlement in the case at bar warrants approval and carries a presumption of fairness. As previously noted in the application for Preliminary Approval, this current settlement was negotiated at arms' length (Choi Decl. at ¶2). Class Counsel engaged in sufficient discovery and in significant investigation before settling. (*Id*. at ¶2). Furthermore, Class Counsel is highly experienced in this type of litigation. As shown in the supporting declarations, Class Counsel has significant experience in class actions and employment wage and hour matters. (Choi Decl. at ¶ 6; Declaration of Larry W. Lee ("Lee Decl.") ¶¶ 4-7, Declaration of Dennis S. Hyun ("Hyun Decl.") ¶¶ 3-7; and Declaration of William Marder ("Marder Decl.") ¶¶ 4-9).

3. <u>Two-Way Costs and Other Risks Inherent In Continued Litigation Favor Final Approval</u>

To assess the fairness, adequacy and reasonableness of a class action settlement, the Court also should weigh the immediacy and certainty of substantial settlement proceeds against the risks inherent in continued litigation. *See also In re General Motors Corp.*, 55 F.3d 768, 806 (3d Cir. 1995) ("present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing, should be compared with the amount of the proposed settlement") (internal citations omitted); *Girsh v. Jepson*, 521 F.2d 1 53, 157 (3d Cir. 1975); *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 616-17 (N.D. Cal. 1979).

If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff could have been responsible for Defendant's costs. As such, should individual, current or former employees of Defendant want to bring individual claims on the same causes of action, they would each face the uncertainty of prevailing and the possibility of paying costs to Defendant. Accordingly, such claims likely would not be brought by many of these current and former employees—thus, this lawsuit achieves a true benefit for the class that they might not otherwise get or seek as individuals. Here, given that a fair and reasonable settlement has been reached, neither Plaintiff, nor any of the class members will be required to pay for Defendant's litigation costs.

The risks of this case were weighed by Class Counsel and, should be considered a significant issue by the Court in its determination of final approval. Class Counsel obtained a very substantial settlement for the Class that resulted in a fair recovery which at the same time provides for finality and no risk of costs by the Class Members or the Class Representative.

The Settlement Agreement also affords the Class prompt, fair relief, while avoiding significant legal and factual battles that otherwise may have prevented the Class from obtaining any recovery at all. While Class Counsel believe the Class Members' claims are meritorious and can be successfully litigated, they are experienced and fully understand the inherent risks and uncertainty involved with such matters as the resolution of class certification, the outcome of a potential trial, and the outcome of any appeals that would inevitably follow should the Class prevail at trial.

Class Counsel has also assessed the same risks in connection with the current settlement. Because the settlement provides immediate and substantial relief, without the attendant risks and delay of continued litigation – not to mention the threat of litigation fees and costs – Class Counsel believe that the settlement warrants the Court's final approval.

4. The Complexity, Expense and Likely Duration of Continued Litigation Against Defendant Favor Final Approval

Another factor considered by courts in approving a settlement is the complexity, expense, and likely duration of the litigation. *See Officers for Justice*, 688 F.2d at 625; *Girsh*, 521 F.2d at 157. In applying this factor, the Court must weigh the benefits of the settlement against the expense and delay involved in achieving an equivalent or more favorable result at trial. *See Young v. Katz*, 447 F.2d 431, 433-434 (5th Cir. 1971).

As noted above, continued litigation could have led to appeals on a number of issues. On the other hand, the settlement that was reached provides to all Class Members – regardless of their means – fair relief in a prompt and efficient manner. Were the Court to deny final approval, the Class Members would be left without a remedy as a practical matter and courts across the State would have to address the issues presented here in a piecemeal, costly, and time-consuming manner. The settlement in this case is therefore consistent with the "overriding public interest in settling and quieting litigation" that is "particularly true in class action suits." *See Van Bronkhorst v. Safeco Corp.*, 529 F.2d at 950 (footnote omitted); *see also* 4 Newberg at § 11.41.

5. The Opinion of Experienced Counsel Favors Final Approval

Class Counsel supports the settlement as fair, reasonable and adequate, and in the best interest of the Class Members as a whole. (Choi Decl. at ¶4). Similarly, counsel for Defendant is also in favor of this settlement.

The endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight by the Court in its final approval determination. *See Officers for Justice*, 688 F.2d at 625; *Ellis*, 87 F.R.D. at 18; *Boyd*, 485 F.Supp. at 617; *Linney*, 151 F.3d at 1242.

6. <u>Discovery, Mediation, and the Settlement Discussions Undertaken In This Action Favor Final Approval</u>

Prior to negotiating the settlement, Class Counsel engaged in significant investigation on a number of topics and categories. Plaintiff propounded written discovery, engaged in an extensive meet and confer process that resulted in Defendant producing all of the data necessary to allow Plaintiff to ascertain and determine the potential amount of damages that Defendant possibly could be liable for if Plaintiff prevailed at trial. (Choi Decl. at ¶2).

As detailed above, each of the factors counsel strongly in favor of final approval of the Settlement by this Court.

IV. THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT SHOULD BE APPROVED

Plaintiff has requested, and Defendant does not oppose, an enhancement of Ten Thousand Dollars ($10,000.00), pursuant to the terms of the Settlement Agreement. Plaintiff requests that this Court approve such service payment in light of the efforts Plaintiff put into this case, the absence of any objection to his service payment, and the excellent result achieved.

As shown in the supporting declarations, the Class Representative spent significant time with Class Counsel on a number of occasions to discuss the case, including providing substantive information regarding Defendant's practices, and providing documents related to his own claims and the claims of the Class. As part of his duties as Class Representative, Plaintiff provided invaluable information, evidence, and documents that resulted in this settlement. (Declaration of Anthony Manos ¶¶ 5-6). Plaintiff also provided a general release, including a waiver of Civil Code § 1542, which was not required of class members. (*Id.* at ¶7).

In addition to the invaluable services the Class Representative provided, he also took a significant risk, both professionally and monetarily, in acting as the Class Representative. (*Id.* at ¶6). Because the claims alleged by Plaintiff involved the payment of costs to the prevailing party, Plaintiff could have possibly faced paying the costs of Defendant had Plaintiff not prevailed in this action. Moreover, given that future employers are much less likely to hire individuals who have filed suit against their prior employer, particularly cases of this nature, Plaintiff could face negative employment prospects in the future. The Class Representative assumed such risks and the whole class benefited from this. Class Members did not have to file individual lawsuits and bear the risks of payment of costs if they did not prevail, nor did they have to face the potential for retaliation and not getting future employment had they filed a lawsuit which is a public record. These are significant benefits, even apart from the time the Class Representative had spent working on this case, that weigh in favor of granting the requested enhancement.

Courts have routinely granted approval of settlements containing such enhancements. In *League of Martin v. City of Milwaukee*, 588 F. Supp. 1004 (E. D. Wis. 1984), the court held that the proposal settlement properly granted the named plaintiffs individual relief. It is "not uncommon for Class Members…to receive special relief in settlement… [The Plaintiff]…had been instrument in prosecuting this lawsuit since the date it was filed." *Id.* at 1024. In *Kyriazi v. Western Elec. Co.*, 527 F. Supp. 18 (D. N. J. 1981), a named plaintiff in a Title VII class action was awarded individual relief of back-pay and interest, reinstatement, punitive damages and counsel fees. Similarly, in *Women's Committee for Equal Employment Opportunity v. NBC*, 76 F.R.D. 173 (SDNY 1977), the court approved as fair a settlement that included awards to 16 named plaintiffs of virtually all the damages they sought.

In *Lo Re v. Chase Manhattan Corp.*, 1979 U. S. Dist. LEXIS 12210, 19 FEP Cas. (BNA) 1366 (SDNY 1979), the court approved a class representative payment of $229,000 out of a $1,579,000 settlement fund to the named plaintiff for his individual claims. One of the factors considered by the court in determining that such payments were fair was the fact that none of the absent Class Members objected to the enhancements. The court held that this fact showed that the Class Members were not offended by these enhancements. *Id.* at 17. In the present case, there are no objections filed by any individual to the requested amounts. As such, one can infer that none of the Class Members have any disagreement with such individual enhancement. Furthermore, and as explained above, the Class Representative took substantial risk in bringing the current benefits to the class.

Here, this litigation has resulted in a significantly valuable benefit to the class, and the Class Representative took on substantial risk in helping to get this financial benefit to the class. As such, the enhancement should be awarded to the named Plaintiff for his commitment, dedication, and risks taken for this litigation. Accordingly, Plaintiff respectfully requests that the Court find the enhancement as fair and reasonable.

V. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED

Class Counsel has achieved an excellent settlement in this litigation, as set forth in the Settlement Agreement and this Motion. The proposed settlement provides substantial benefits to the Class and was reached after adequate investigation and litigation by Class Counsel. Class Counsel and Plaintiff achieved a $275,000.00 Gross Settlement Amount for the benefit of the Class to compensate the Class for the claims alleged. There have been no objections filed against the Settlement or to Class Counsel's request for attorneys' fees in the amount of $91,666.67. As more fully detailed below, Class Counsel's request for attorney's fees and reimbursement of costs, is fair, reasonable, and adequate. Accordingly, final approval should be granted.

A. An Award of Attorneys' Fees and Costs is Requested When A Common Fund Has Been Created for the Benefit of the Class

Class Counsel's application for an award of attorneys' fees in the amount of $91,666.67 of the $275,000.00 Gross Settlement Amount created on behalf of the Class is reasonable and fair. The requested fee represents fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis.

Class Counsel seeks a fee award calculated as 33 1/3% of the total value of the Settlement for the successful prosecution and resolution of this action.

California state and federal courts routinely award fee awards of one-third of the settlement fund in class actions. *Chavez v. Netflix, Inc.*, (2008) 162 Cal.App.4th 43, 66, fn. 11; *see also Wershba*, *supra*, 91 Cal.App.4th at 254 (recognizing the "percentage of recovery" method); *In re* Pacific *Enterprises*

Securities Litig., 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee award). Indeed, the California Supreme Court approved the use of the "percentage of fund" method in California. *See Laffitte v. Robert Half Int'l, Inc.*, (2016) 1 Cal.5th 480, 506 ("the percentage of fund method survives in California class action cases…"). Specifically, the *Laffitte* Court held:

> "We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created. The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—convince us the percentage method is a valuable tool that should not be denied our trial courts."

Id. at 503 (internal citation omitted); *see also Rawlings v. Prudential-Bache Properties, Inc.,* 9 F.3d 513, 516 (6th Cir. 1993) (holding that the percentage of the fund method more accurately reflects the results achieved than the lodestar method and "establishes reasonable expectations on the part of Plaintiffs' attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation."); *In re Rite Aid Corp. Securities Litigation*, 396 F.3d 294, 300 (3d Cir. 2005) ("The percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund in a manner that rewards counsel for success and penalizes it for failure.").

Further, the Supreme Court in *Laffitte* stated that lodestar cross-checks are not required; in many cases, performing a cross-check "undermines" one of the primary reasons for using the percentage method: aligning counsel's incentives with the benefits delivered to the class and discouraging protracted litigation. *Id*. at 506 (finding trial courts "retain the discretion to forgo a lodestar cross-check"); *Report of the Third Circuit Task Force, Court Awarded Attorney Fees* 108 F.R.D. 237, 258 (1985); *Lealao*, 82 Cal. App. 4th 19, 29–30 (citing the recommendations of the Third Circuit Task Force with approval and observing that "[t]he criticisms of the lodestar approach set forth in this Report are now echoed by many authorities, who have been most vocal about the manner in which it exacerbates the problem of 'cheap settlements' and burdens already overworked trial judge.").

Further, "the response of the class members to attorneys' fee notice, though not decisive, is relevant to the… reasonable determination" regarding fees. *Swedish Hospital v. Shalala*, 1 F.3d 1261, 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the court's "approximation of the market" for fees is well supported. *Id*. at p. 1269. In this case, the class notice specifically notified class members that Plaintiff's Counsel would be seeking thirty-three and one-third percent (33 1/3%) of the settlement fund as attorneys' fees. To date, a single class member has not objected to the settlement. This strong favorable response also supports the requested fees.

In addition, it is recognized that one of the primary factors justifying an enhanced attorney's fees reward is the attendant risks inherent in the litigation. As observed in *City of Detroit v. Grinnell Corp.*, 495 F. 2d 448, 470 (2d Cir. 1974). No one expects a lawyer whose compensation is contingent upon his success to charge, when successful, as little as he would charge a client who had agreed to pay for his services, regardless of success. Nor, particularly in complicated cases producing large recoveries, is it just to make a fee depend solely on the reasonable amount of time expended.

B. Plaintiff's Counsel's Lodestar Cross Check Supports the Award of Fees Requested

The lodestar cross check also supports the award of the requested attorney's fees in this matter. Plaintiff's Counsel's lodestar is based on approximately 227.50 hours have been expended by Class Counsel litigating this case. (Choi Decl. at ¶6; Lee Decl. ¶¶ 8-9, Hyun Decl. ¶¶ 8-9; and Mader Decl. ¶15).

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*, 182 Cal. App. 3d 553, 559 (1986).

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*, 447 U.S. 54, 62 (1980). The fee award should also include fees incurred to establish and defend the attorneys' fee claim. *Serrano v. Unruh*, 32 Cal. 3d 621, 639 (1982). The hours for which Plaintiff's Counsel seeks compensation involve only these types of tasks. Thus, the number of hours for which fees are sought is reasonable.

A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000).

The court may 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*, 61 Cal. App. 4th 629, 632-33 (1998).

Here, Class Counsel's requested hourly rate of $900.00 per hour. (Choi Decl. at ¶ 7; Lee Decl. ¶11, Hyun Decl ¶10; and Marder Decl. ¶10). Plaintiff's Counsel's skill and experience justify the requested rates. As shown in the supporting declarations, Plaintiff's Counsel has significant experience in the area of employment and wage and hour class and representative actions. Plaintiff's Counsel's practice focuses on representing employees in employment matters, particularly wage and hour cases on a contingency basis. (Choi Decl. at ¶ 6; Lee Decl. ¶¶4-7, Hyun Decl ¶¶3-7; and Marder Decl. ¶¶3-9). As such, based on the hours and applicable rate, the lodestar for Class Counsel through the finalization of this settlement will be approximately $232,250.00 based on 262.50 total hours. (Choi Decl. at ¶ 8; Lee Decl. ¶10; Hyun Decl ¶10; and Marder Decl. ¶11)

Based upon Plaintiff's counsel's lodestar of $232,250.00, the requested attorneys' fees result in a **negative** multiplier, which is reasonable and well within the range of reasonable multipliers utilized by other courts. Specifically, courts find reasonable multipliers in a lodestar cross-check can "range from 2 to 4 or even higher." *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001); *see also Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a cross-check in an antitrust class action); *Chavez*, 162 Cal. App. 4th at 60 (applying a 2.5 multiplier on a lodestar cross-check); *City of Oakland v. Oakland Raiders*, 203 Cal. App. 3d 78 (1988) (affirming a 2.34 multiplier without remand). The intermediate court in *Laffitte*, after finding that "2 to 4" is a reasonable range for multipliers on a cross-check, affirmed a 2.13 multiplier. *Laffitte*, 231 Cal. App. 4th at 881-82.[3] Moreover, the Ninth Circuit has cited with approval a comprehensive study of fees awarded by the percentage method showing that the majority of multipliers awarded are "in the 1.5-3.0" range. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002) (affirming a multiplier of 3.65 in

[3] The intermediate court opinion was affirmed in full by the California Supreme Court in its decision guiding lower courts on assessing fees.

an employment class action case and analyzing the multiplier awarded in over 30 cases).[4]

Plaintiff's counsel respectfully submit that said request is reasonable and fair, based on the factors described above. Accordingly, the cross-check supports the fee requested.

VI. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

The request for reimbursement of costs, in the amount of $2,097.53 is fair and reasonable. Pursuant to the terms of the Settlement Agreement, Plaintiff are allowed to seek reimbursement of litigation costs up to a maximum of $10,000.00. To date, Class Counsel has expended a total of $2,097.53 in litigation related costs, which is less than the allocated amount. (Choi Decl. at ¶ 9, Ex. B; Lee Decl. ¶12, Ex. B). As such, this request should be approved.

VII. THE SETTLEMENT ADMINISTRATOR'S FEES AND COSTS SHOULD BE APPROVED

Pursuant to the terms of the Settlement Agreement, the fees and costs of the Settlement Administrator, Phoenix Settlement Administrators, are to be paid out of the class settlement funds. As shown on the Admin Decl., the class administration fees for the administration of the settlement in this matter amounts to Nine Thousand Dollars ($9,000.00). (Admin Decl. at ¶16, Ex. B). For such reasons, it is requested that the Settlement Administrator's fees be approved.

VIII. PLAINTIFF HAS PROVIDED NOTICE TO THE LWDA

Concurrently with the filing of this Motion, Plaintiff uploaded this motion and proposed order to the LWDA's website. (Choi Decl. ¶10; Ex. C).

IX. CONCLUSION

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[4] Federal district courts applying California law have likewise routinely approved cross-check multipliers between 2.0 and 3.0 in employment cases. *See*, *e.g*., *Willner v. Manpower Inc*., 2015 WL 3863625, at *7 (N.D. Cal. June 22, 2015) (affirming a 2.10 multiplier on settlement of California Labor Code violations); *Dyer v. Wells Fargo Bank, N.A*., 303 F.R.D. 326, 334 (N.D. Cal. 2014) (approving attorneys' fees that resulted in lodestar multiplier of 2.83); *Hopkins v. Stryker Sales Corp*., 2013 WL 496358, at *5 (N.D. Cal. Feb. 6, 2013) (approving a multiplier of 2.76 in settlement of Labor Code violations). Other courts have found even higher multipliers to be reasonable by comparison to other cases. *See Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113, 1125-26 (C.D. Cal. 2008) (approving a 5.2 multiplier after surveying a large body of cases affirming a higher multiplier).

For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiff respectfully submits that the standards for final approval have been met, and the terms of the Settlement Agreement are fair, adequate and reasonable.

Accordingly, Plaintiff respectfully requests that the Court enter an Order in the form proposed and submitted:

1. Granting final approval to the proposed Settlement Agreement;
2. Approving distribution of the settlement fund pursuant to the terms of the Settlement Agreement;
3. Approving Plaintiff's request for award of the class representative enhancement with payment pursuant to the terms of the Settlement Agreement;
4. Approving Plaintiff's request for an award of the Class Counsel's fees and costs with payment pursuant to the terms of the Settlement Agreement;
5. Approving Plaintiff's request for payment of the settlement administration costs with payment pursuant to the terms of the Settlement Agreement;
6. Setting a Compliance Hearing on or after February 12, 2027; and
7. Entering final judgment as to all members of the Settlement Class in this action.

DATED: January 21, 2026

LAW OFFICES OF CHOI & ASSOCIATES, APLC

By: ______________________________

Edward W. Choi
Attorneys for Plaintiff