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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

CASSANOVA TIGER on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiffs, v. GRAVES 6 INC. DBA PREFERRED PLUMBING & DRAIN; AND DOES 1-100, Defendants.	Case No. 24CV081513 **PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT** Reservation ID: 783227536287 Date: July 14, 2026 Time: 2:30pm Judge: Hon. Somnath Raj Chatterjee Dept: 21

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I. INTRODUCTION

This motion seeks final approval of a non-revisionary $400,000 proposed wage and hour action settlement by Plaintiff Cassanova Tiger("Plaintiff") and Defendant Graves 6 Inc. dba Preferred Plumbing & Drain ("Defendant") (collectively, Plaintiff and Defendant are the "Parties).[1] The settlement is on behalf all non-exempt employees of Defendant in the State of California from June 27, 2020 through January 13, 2026. (**Ex. 1** at § I (10)).

This settlement seeks relief for 304 Class Members and will provide Class Members with an average estimated payment of approximately $655.25, with the highest estimated award being approximately $19,049.78. Additionally, there are 176 PAGA aggrieved employees with an average estimated payment of approximately $39.77, with the highest estimated award being $275.44.[2]

This case required 206 hours of attorney time from Class Counsel. This litigation involved significant investigation and discovery, and a full day of mediation. Plaintiff moves for final approval of attorneys' fees in the amount of $133,333.33, which represents one-third of the Gross Settlement Amount ("GSA"). As will be demonstrated herein, Plaintiff's attorney fee request is supported using the percentage fee method and the lodestar method. Second, Plaintiff moves for final approval of litigation costs in the amount of $34,596.60 incurred in litigating this matter. Third, Plaintiff moves for final approval of the Class Representative Enhancement Payment in the amount of $5,000 to compensate the Class Representative for a general release of his claims against Defendant and for the time he spent on and the risks absorbed in undertaking this case. Plaintiff played a vital role in representing the other individuals in this case and spearheading the lawsuits to seek monetary relief for them. Fourth, Plaintiff moves for final approval of payment of $7,875 to the Settlement Administrator, Apex Class Action, LLC ("Apex"), for the costs and fees of administering settlement. Fifth, Plaintiff moves for final approval of payment to the Labor and Workforce Development Agency ("LWDA") under the Private Attorneys' General Act of 2004 ("PAGA") in the amount of $13,000 (65% of the $20,000 allocated to PAGA penalties).

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

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

The requested amounts of attorneys' fees, litigation costs, class representative enhancement payment, settlement administration costs, and PAGA payment were fully disclosed to the Class Members when the Class Notice was mailed to them on February 3, 2026. Most importantly, the Settlement and all its terms received overwhelming support from Class Members as there were no objections and disputes, and no requests for exclusion.[3] The Court is therefore respectfully requested to honor the Class Members' endorsement of the settlement and grant final approval of the settlement, attorneys' fees, litigation costs, class representative enhancement payment, costs of settlement administration, and payment to the LWDA pursuant to PAGA in the amounts as preliminarily approved by this Court, as fully disclosed to the Class Members, and as requested herein.

II. INVESTIGATION AND LITIGATION HISTORY

a. Background and Litigation History

Defendant provides inspections, repairs, replacements, and installations of residential and commercial plumbing equipment or services in California. To carry out its business, Defendant employs service technicians, like Plaintiff. Plaintiff submitted his Notice of Labor Code Violations to the LWDA on June 25, 2024. On June 27, 2024, Plaintiff filed this class action complaint, alleging various wage and hour violations on behalf of similarly situated employees against Defendant.[4] On September 4, 2024, Plaintiff filed a PAGA representative action complaint in Alameda County Superior Court based on the same aforementioned wage and hour violations (Case No. 24CV090091). On February 26, 2025, Plaintiff filed a Second Amended Complaint in the Class Action adding in a cause of action under PAGA. As such, on July 28, 2025, the PAGA Action (Case No. 24CV090091) was dismissed, leaving the Class Action (Case No. 24CV081513) as the lead case. Mara Dec. ¶ 9.

b. Discovery and Investigation

The Parties conducted significant investigation and discovery of the facts and law. *See* The discovery resulted in the production of hundreds of documents and thousands of lines of data.

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[3] *See* Ayala Dec. ¶¶ 10-14.

[4] A First Amended Complaint was later filed to remove GRAVES 7 INC. dba PREFERRED PLUMBING & DRAIN as a Defendant.

Defendant produced relevant policy documents that covered Class Members' employment with Defendant, such as employee handbooks and Defendant's wage and hour policies. Defendant also produced a sampling of time and wage records for Class Members. Plaintiff also requested, and Defendant produced, employee data points, such as the number of Class Members and the number of workweeks worked by Class Members during the relevant time period, such that Plaintiff could sufficiently establish the potential exposure. Plaintiff also deposed Defendant's Person Most Qualified on the noticed deposition topics and spoke with dozens of Class Members. This permitted Plaintiff to fully understand the nature and scope of the allegations made in the Complaint. Mara Dec. ¶ 10.

c. The Parties Agreed to Attend Mediation

The Parties attended an all-day mediation with respected mediator Jill Sperber on February 7, 2025. Though the matter did not settle at that time, the Parties engaged in substantial formal discovery and subsequently agreed to schedule a second mediation with Ms. Sperber on October 13, 2025. The arms-length settlement discussion at this second mediation ultimately resulted in settlement. The Parties then met and conferred over all the terms of the settlement and finalized their settlement in the Parties' Agreement. The Parties seek final approval of the Agreement in the instant motion. Mara Dec. ¶ 11.

III. THE PROPOSED SETTLEMENT AND THE CLASS MEMBERS' RESONSE

a. Deductions from the Settlement

Defendant will pay the non-reversionary total sum of $400,000 ("Gross Settlement Amount" or "GSA"), which includes, subject to Court approval: (a) attorneys' fees of up to $133,333.33 (one-third of the GSA); (b) actual litigation expenses of $34,596.60 (originally estimated not to exceed $40,000); (c) a Class Representative Enhancement Payment to the named class representative in a sum not to exceed $5,000; (d) settlement administration fees and expenses to Apex Class Action LLC ("Apex"), in the amount of $7,875 (originally estimated not to exceed approximately $8,000); (f) $20,000 allocated to Plaintiff's claims under the PAGA (where 65%, or $13,000 will be provided to the LWDA, and 35%, or $7,000, will be available for distribution to PAGA Class Members); and (f) Defendant's portion of the payroll taxes on the "wage portion" of the settlement.

b. Notice to the Class

On January 20, 2026, Counsel for the Defendant provided Apex with the class data file. Ayala Dec. ¶ 5. As part of the preparation for mailing, all 304 names and addresses listed in the Class List underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). Ayala Dec. ¶ 6. On February 3, 2026, the Class Notice was sent to all 304 individuals listed in the Class List using U.S First Class Mail. Ayala Dec. ¶ 7. Members had until April 6, 2026, to respond to the settlement. Ayala Dec. ¶¶ 10-14. A total of 39 Class Notices were remailed. Ayala Dec. ¶¶ 8. In total 4 Class Notice has been deemed undeliverable as no updated address was found notwithstanding the skip tracing. Ayala Dec. ¶ 9.

c. Distribution of Funds

As of January 19, 2026, Defendant has provided 100% of the GSA to the Settlement Administrator. Within ten (10) business days after the Effective Date – or the date fthe court grants final approval if there are no objectors, the Settlement Administrator shall disburse the settlement funds. **Ex. 1** at § III (62)(M)(ii). Participating Class Members and PAGA Class Members must cash or deposit their Individual Settlement Share checks within one hundred and twenty (120) calendar days after the checks are mailed to them. All funds associated with checks returned as undeliverable and funds associated with those checks remaining un-cashed shall be tendered to Legal Aid at Work. Legal Aid at Work is a nonprofit legal services organization that has been assisting low-income, working families for more than 100 years. Legal Aid at Work's Wage Protection Program represents low-wage workers who are the victims of wage violations. **Ex. 1** at § III (62)(O)(ii). Pursuant to the Court's order, cy pres funds will not be distributed until after the Court holds a compliance hearing.

IV. ARGUMENT

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

California Rule of Court, Rule 3.769, requires court approval for class action settlements. Cal. R. Ct. 3.769(g). California courts favor settlement. *Stambaugh v. Superior Court* (1976) 62 Cal. App. 3d 231, 236, *Potter v. Pacific Coast Lumber Co. of Cal*. (1951) 37 Cal. 2d 592, 602

("[T]he law wisely favors settlements"). Accordingly, the Court must give "[due] regard to what is otherwise a private consensual agreement between the parties." *Wershba v. Apple Computer, Inc*. (2001) 91 Cal. App. 4th 224, 245.

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

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

b. The Court Should Approve the Requested Fees and Costs

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

Class Counsel applies for an award of attorneys' fees in the sum of $133,333.33 (one-third of the GSA), and litigation costs of $34,596.60 (originally estimated not to exceed $40,000). (Mara Dec. ¶ 12). California courts have recognized an appropriate method for determining an award of attorneys' fees is based on a percentage of the total value of benefits to Class Members by the settlement, also known as the "common fund" method. *Serrano v. Priest* (1977) 20 Cal.3d 25, 34; *Serrano v. Unruh* (1982) 32 Cal.3d 621, 627; *Rawlings v. Prudential-Bache Properties, Inc.* (6th Cir. 1993) 9 F.3d 513, 516; *In re Rite Aid Corp. Securities Litigation* (3d Cir. 2005) 396 F.3d 294, 300. The purpose of the common fund/percentage approach is to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769. In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the Court stated: "[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs." Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110, the California Supreme Court recognized that the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share."

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

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

Id. at 503 (internal citation omitted).[5] Because there is a defined and traceable benefit to the Class, the Court can base an award of attorneys' fees using a 'common fund' approach.

California law provides that an attorneys' fee award should be equivalent to fees paid in the legal marketplace for the result achieved and risk incurred. *Id.* at 47-50; *Laffitte v. Robert Half*

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

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

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

Where the amount of a settlement is a "certain easily calculable sum of money," California courts may calculate attorneys' fees as a reasonable percentage of the settlement. Weil and Brown, California Practice Guide, *Civil Procedure Before Trial*, Chapter 14, § 14:145; *Dunk*, *supra*, 48 Cal.App.4th at 1808. The percentage-of-the-benefit approach is preferred in class and representative actions because "it better approximates the workings of the marketplace than the lodestar approach." *Lealao*, *supra*, 82 Cal.App.4th at 49. The purpose of the common fund/percentage approach is to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Vincent, supra*, 557 F.2d at 769.

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

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

Under the terms of the Agreement, Defendant will pay a Gross Settlement Amount of $400,000. An award of attorneys' fees is to be calculated as a percentage of the total value of benefits made available to the Class Members under the settlement. In light of Class Counsel's prosecution and resolution of the case, the requested Attorneys' Fees are appropriate and reasonable. Notably, this matter was heavily litigated, where resolution was only possible after significant discovery, the deposition of Defendant's Person Most Qualified, and two full day mediations. Moreover, Class Counsel have obtained a substantial recovery on behalf of Plaintiff and the Class. Thus, the requested Class Counsel Fees Payment is appropriate. In short, Class Counsel's fee request of $133,333.33 (which represents one-third of the GSA) is in line with awards in similar cases in California and nationwide and demonstrates that Class Counsel's fee request is consistent with market rates and is reasonable.

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

Several studies of class action fee awards have found that the median common fund fee award is approximately one-third of the total settlement fund.[6] The requested fee of 1/3 of the gross settlement amount falls within that median common fund fee award, and it constitutes fair compensation for undertaking complex, risky, expensive, uncertain, and time-consuming litigation on a contingent basis and compensates Class Counsel for their efforts, as well as the result achieved for the benefit of the Class. Numerous state and federal courts in California routinely approve fee requests equal to or greater than 33% of the common fund. Indeed, courts have found that an award of 33% of the common fund represents the "benchmark" in California.[7] In short, Class Counsel's fee request of $133,333.33 (which represents one-third of the GSA) is in line with awards in similar cases in California and nationwide and demonstrates that Class Counsel's fee request is consistent with market rates and is reasonable.

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

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

Class Counsel has worked 206 hours to date on this case and have calculated the lodestar fee on those hours at $148,550 at rates reflecting those currently earned in the marketplace. Mara

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

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

Dec. at ¶ 13, Exhibit 5 Summary of Time and Costs. All of the work and tasks performed by Class Counsel were reasonable and necessary to the prosecution of this case and are reflected in the result achieved. Mara Dec. at ¶ 14. Class Counsel respectfully requests attorneys' fees in the amount of $133,333.33 (one-third of the GSA). As Class Counsel's lodestar fee is in excess of their fee request, a multiplier on their lodestar fee is not sought herein. In fact, the requested fee results in a so-called "negative multiplier" which suggests the percentage of the fund amount is reasonable and fair. *See Chun-Hoon v. McKee Foods Corp*. (N.D. Cal. 2010) 716 F.Supp.2d 848, 854; *In re Portal Software, Inc. Securities Litigation* (N.D. Cal. 2007) 2007 U.S. Dist. LEXIS 88886 at *16.

This was a highly contested matter which required a significant amount of time and labor. Notably, this matter was heavily litigated, where resolution was only possible after significant discovery, the deposition of Defendant's Person Most Qualified, and two full day mediations. Class Counsel had to investigate and analyze the substantial amount documents and data produced by Defendant . In addition, as part of the above investigation and analysis, Plaintiff had to marshal the evidence in a manner in which it could be adjudicated on a class-wide basis. So often, lawyers unskilled in the class action aspect of wage and hour cases do not pay attention to or put the work into how the evidence must be presented for class-wide adjudication. Strong class-wide cases perish in the hands of inexperienced counsel because the case has not been worked up to succeed at certification. Class Counsel here has considerable experience in class litigation and, from the beginning of the case, is marshalling the evidence with a sharp focus on class-wide proof needed for the matter to get certified. This case was no different. This filtering of voluminous evidence into class-wide proof while keeping an eye on the merits of the litigation required a considerable amount of attorney time and skill. Moreover, Class Counsel had to expend significant time and resources in preparing, strategizing, and taking the deposition of Defendant's Person Most Qualified, which would have been pivotal piece of evidence at class certification. Mara Dec. at ¶ 15.

Most importantly, all services were performed by Class Counsel on a contingent basis. Mara Dec. at ¶ 16. Both California and federal courts recognize that attorneys should be compensated for taking on such contingent risks and provided with financial incentives to enforce important rights and protections like those at issue in this case. See, e.g., *Vizcaino*, 290 F.3d at 1051; *Ketchum*, 24 Cal.4th at 1132-33. Here, Class Counsel bore the risk that, in spite of all of their efforts and skill employed, there may be no recovery.

Therefore, Class Counsel respectfully requests a fee of $133,333.33, which, based on the total attorney hours expended and rates, which is less than the lodestar amount of $148,550 and would result in a negative multiplier. Courts routinely enhance lodestar amounts based on multipliers that "range from 2 to 4 or even higher."[8] Thus, given a negative multiplier resulted here, consideration of the lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested fee award.

iv. Class Counsel's Hourly Rates are Reasonable

Class Counsel's hourly rates are between $400 and $850 and are in line with rates typically approved in wage and hour class action litigation and which rates have been approved by Courts in California in the Los Angeles, Sacramento, San Francisco, Alameda, Orange and San Diego County Superior Courts. Mara Dec. at ¶ 17; Exhibit 2, Westlaw Court Express's Legal Billing Report, Volume 14, Number 3, California Region for December 2012; Exhibit 3, 2014 Declaration of Richard M. Pearl in *Hohnbaum v. Brinker Restaurant Corp.* SDSC GIC834348; Exhibit 4, 2012 National Law Journal Survey of Hourly Billing Rates for Partners and Associates).

Class Counsel's skill and experience support their hourly rates. Their practice is limited exclusively to litigation, focusing on the representation of employees in wage and hour and consumer class action matters. (Mara Dec. at ¶¶ 2-8); (Declaration of Colette Mahon "Mahon Dec." at ¶¶2-6). As leading attorneys in the field of wage and hour class action litigation, Plaintiff's counsel continually monitors the prevailing market rates charged by both defense and plaintiff law firms and set the billing rates of their attorneys and paralegals/law clerks to be consistent with the prevailing market rates in the private sector for attorneys and staff of comparable skill,

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

qualifications and experience. Therefore, as they are in line with those of the relevant community, Class Counsel's hourly rates are reasonable.

v. Class Counsel's Total Hours are Reasonable

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

Class Counsel has expended a total of 206 hours on this case. The work performed by Class Counsel in order to achieve a settlement that will provide valuable consideration to the Class is outlined by Class Counsel in the declarations submitted herewith. (Mara Dec. at ¶¶ 18-25 , Exhibit 5). Class Counsel have been actively involved in this case, prior to the commencement of this action and all the way up to the present, and Class Counsel's dedication to providing representation in the case has precluded other employment. Class Counsel bore the risk that, despite all of their efforts and skills employed, there may be no recovery. All of the work performed was reasonable and necessary to the prosecution of this case. The work performed was particularly justified, in light of the result achieved.

vi. Costs of Litigation

Class Counsel seeks reimbursement of the litigation costs and expenses of $34,596.60. (Mara Dec. at ¶ 27, Exhibit 5). These costs were all reasonable and necessary to the prosecution of this case and the results achieved and are fair and reasonable.

c. The Class Representative Enhancement Payment is Reasonable

Class Counsel seeks approval of the Class Representative Enhancement Payment to the named Plaintiff in the sum of $5,000. In agreeing to the settlement, Plaintiff has agreed to a general release of his claims against Defendant. The general release being given by Plaintiff is far greater than the release proposed for Class Members. This payment not only compensates Plaintiff for the work he undertook in this case, but also for the claims and potential claims he may have against Defendant that he is releasing. For example, Plaintiff brought this class action lawsuit to seek recourse for other employees instead of filing an individual case on behalf of merely himself. Since the inception of this case, he has put the Class's interests ahead of his own. This payment compensates Plaintiff for the claims that he forwent bringing for the betterment of the Class.

The requested award is also appropriate and reasonable based upon Plaintiff's time and effort expended on this case, the risks he faced, and the outcome of this case. Plaintiff has submitted a declaration detailing the efforts he expended on behalf of the Class in order to advance this case to its successful conclusion. For example, Plaintiff searched for and provided documents to his attorneys that aided in the prosecution of this case. There is no question that this case would not have reached the same result but for Plaintiff's involvement and input at all stages of the litigation. *See* Declaration of Cassanova Tiger("Tiger Dec.") at ¶¶ 4-12.

Moreover, as a representative for the absent class members, Plaintiff risked a potential judgment taken against him for attorneys' fees and costs if this matter had not been successfully concluded. Case law holds that a losing party is liable for the prevailing party's costs. *See Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1433. And in some wage and hour actions, such as this case, pursuant to California Labor Code § 218.5, the prevailing party can be liable for attorneys' fees as well. Though the fee agreement provides that Class Counsel would pay such costs, Plaintiff would nevertheless have had a cost bill entered against him leaving him ultimately liable for potentially hundreds of thousands of dollars in the unexpected possibility that Class Counsel did not meet their obligation to cover those costs. Unfortunately, there have been judgments like this entered against class representatives.[9] The risk of payment of Defendant's costs, alone, is a sufficient basis for an award of the requested service award. Few individuals are willing to take this risk, and Plaintiff championed a cause on behalf of others with potentially huge monetary risks.

[9] *See*, e.g. *Koehl v. Verio, Inc*., 142 Cal.App.4th 1313, 1328 (2006) (a wage and hour class action where Defendant prevailed at trial, the named Plaintiffs were held liable, jointly and severally for the Defendant's attorneys' fees); *Whiteway v. Fedex Kinkos Office & Print Services, Inc.,* No. 05-2320, 2007 U.S. Dist. LEXIS 95398 (N.D. Cal. Dec. 17, 2007) (a wage and hour misclassification case lost on summary judgment, after the case was certified, the named Plaintiff was assessed costs in the sum of $56,788.).

Additionally, the modern-day work force is mobile, with employees holding several jobs over the span of their career. It is also true that prospective employers in this computer, high-tech age "Google" and/or do extensive background checks and have access to court databases to see if applicants have ever filed a lawsuit or have ever been sued. Here, Plaintiff's conduct will not be lost on a prospective employer who has to choose between an applicant who has never sued an employer and one who has done so. The requested award far from compensates Plaintiff for opportunities he may lose in the future because of the exercise of a Constitutional right to Petition the Courts for redress of a grievance.

It should be noted that service awards are particularly important to plaintiffs in wage and hour cases because they promote the important public policies underlying the wage and hour laws. This strong policy is codified in California Labor Code § 90.5, which provides that "[i]t is the policy of this state to vigorously enforce minimum labor standards in order to ensure employees are not required or permitted to work under substandard unlawful conditions . . ." Cal. Lab. Code § 90.5. Nonetheless, the California Supreme Court has noted that "retaliation against employees for asserting statutory rights under the Labor Code is widespread," despite anti-retaliation statutes designed to protect employees. *Gentry v. Super. Ct.* (2007) 42 Cal.4th 443, 460–61. In this context, class representatives should be rewarded for assuming the risk of retaliation for the sake of class members. *See Frank v. Eastman Kodak Co.* (W.D.N.Y. 2005) 228 F.R.D. 174, 187.

Courts routinely approve service payments, or incentive awards, to compensate named plaintiffs for the services they provide and the risks they incur during class litigation. *See In re Cellphone Fee Termination Cases* (2010) 186 Cal. App. 4th 1380, 1393; *see also Bell v. Farmers Ins. Exch*. (2004) 115 Cal. App. 4th 715, 725-26 (upholding service payments to class representatives); Manual § 21.62 n.971 (noting that service payments are warranted). Based on the foregoing, the $5,000 payment to the named Class Representative is fair, appropriate and justified as part of the overall settlement.

d. The Administration Costs are Reasonable

The Court-approved Settlement Administrator was responsible for formatting, printing and mailing the Class Notices. The Settlement Administrator was responsible for responding to Class

Member inquiries, providing weekly status reports, answering questions from Counsel for the Parties, and providing a declaration to document its duties and responsibilities under the settlement. Plaintiff now requests that the Court finally approve the Settlement Administration Costs in the amount of $7,875 to Apex for services rendered and to be rendered for the notice and settlement administration process. Following the grant of final approval, the Settlement Administrator's duties will continue in order to calculate and mail the individual settlement payments to Participating Class Members, perform tax reporting obligations, disburse other payments as ordered by the Court, and perform such other duties as set forth in the Agreement.

V. CONCLUSION

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

MARA LAW FIRM, PC

Date: June 18, 2026

Signed: */s/ Carter Cordura*
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