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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

KASIM HAKIMI, individually, and on behalf
of other similarly situated employees and
aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

CATALENT PHARMA SOLUTIONS, LLC;
and DOES 1 through 25, inclusive,

Defendants.

Case No. 24CV087209

Honorable Ruben Sundeen
Department 23

**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**

Reservation ID: 574791183147
Date: July 9, 2026
Time: 2:30 p.m.
Dept: 23

Complaint Filed: August 14, 2024
FAC Filed: October 17, 2025
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT** on **July 9, 2026 at 2:30 p.m.** in Department 23 of the
3 above-captioned Court located at Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland,
4 California 94612, pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the
5 California Rules of Court, and California Labor Code section 2699(1), Kasim Hakimi (“Plaintiff”) will
6 and hereby does move the Court for an Order granting final approval of the proposed class action and
7 Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*
8 (“PAGA”) settlement between Plaintiff and Defendant Catalent Pharma Solutions, LLC
9 (“Defendant”).

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 Defendant of the Gross Settlement Amount of
15 Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) equal to the amounts to pay (1)
16 the Settlement Class Members and PAGA Employees pursuant to the terms of the Settlement; (2) the
17 Court-approved Attorneys’ Fees and Costs; (3) the Court-approved Enhancement Payment; (4) the
18 Court-approved Settlement Administration Costs; and (5) the Court-approved payment to the
19 California Labor and Workforce and Development Agency (“LWDA”) pursuant to PAGA;
- 20 3. Approving Class Counsel’s request for thirty-five percent (35%) of the Gross
21 Settlement Amount, i.e., Two Hundred Sixty-Two Thousand Five Hundred Dollars and Zero Cents
22 (\$262,500.00) in attorneys’ fees, plus reimbursement of actual costs and expenses in the amount of
23 Twenty-Four Thousand Five Hundred Seventeen Dollars and Zero Cents (\$24,517.00);
- 24 4. Approving the Enhancement Payment to Plaintiff in the amount of Ten Thousand
25 Dollars and Zero Cents (\$10,000.00) in recognition of his services to the Class Members;
- 26 5. Approving the Settlement Administration Costs to Apex Class Action LLC in the
27 amount of Seven Thousand Eight Hundred Ninety Dollars and Zero Cents (\$7,890.00); and

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6. Approving Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00) to be paid to the LWDA as sixty-five percent (65%) of the Forty Thousand Dollars and Zero Cents (\$40,000.00) 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 (James S. Winn Jr.), the Class Representative (Kasim Hakimi), and the Settlement Administrator (Madely Nava on behalf of Apex Class Action LLC), 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 15, 2026

BLACKSTONE LAW, APC

By: James S. Winn Jr.
James S. Winn Jr.
Attorneys for Plaintiff Kasim Hakimi
and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Kasim Hakimi (“Plaintiff” or “Class Representative”) seeks final approval of the class
4 action settlement reached with Defendant Catalent Pharma Solutions, LLC (“Defendant”). Subject to
5 Court approval, Plaintiff and Defendant (together, the “Parties”) have settled the Released Class
6 Claims and Released PAGA Claims as defined in the Joint Stipulation of Class Action and PAGA
7 Settlement (“Settlement Agreement” or “Settlement”) for a total amount of Seven Hundred Fifty
8 Thousand Dollars and Zero Cents (\$750,000.00) (“Gross Settlement Amount”). (*See* Declaration of
9 James S. Winn Jr. in Support of Plaintiff’s Motion for Final Approval of Class Action and PAGA
10 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
11 [“Winn Decl.”], ¶ 11, Exh. 1).

12 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
13 current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State
14 of California at any time during the Class Period” (“Class” or “Class Members”). (Settlement
15 Agreement, ¶ 10.b; Winn Decl., ¶ 9). The “Class Period” is defined as the period from August 14,
16 2020 through September 8, 2025. (Settlement Agreement, ¶ 10.f; Winn Decl., ¶ 9). The “Settlement
17 Class Members” consist of all Class Members who did not submit a timely and valid Request for
18 Exclusion. (Settlement Agreement, ¶ 10.mm; Winn Decl., ¶ 9). The “PAGA Employees” consist of
19 “all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the
20 State of California at any time during the PAGA Period.” (Settlement Agreement, ¶ 10.y; Winn Decl.,
21 ¶ 9). The “PAGA Period” is defined as the period from August 13, 2023 through September 8, 2025.
22 (Settlement Agreement, ¶ 10.aa; Winn Decl., ¶ 9).

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

1 Nava on Behalf of Apex Class Action LLC, Regarding Notice and Settlement Administration [“Nava
2 Decl.”], ¶¶ 11 and 12).

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 Defendant, 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 Gross Settlement Amount, equaling Two Hundred Sixty-Two Thousand Five Hundred Dollars and
9 Zero Cents (\$262,500.00), plus reimbursement of actual litigation costs and expenses in the amount
10 of Twenty-Four Thousand Five Hundred Seventeen Dollars and Zero Cents (\$24,517.00) (together,
11 “Attorneys’ Fees and Costs”). Class Counsel’s request for an award of attorneys’ fees and costs is
12 reasonable and appropriate in light of the outstanding work performed by Class Counsel in the matter,
13 the contingent nature of this action, and the results achieved under the Settlement. (*See Lealao v.*
14 *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 Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”) for his 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 his declaration. (*See Declaration of Plaintiff Kasim Hakimi 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 [“Hakimi 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 Seven Thousand Eight
25 Hundred Ninety Dollars and Zero Cents (\$7,890.00) (“Settlement Administration Costs”) to Apex
26 Class Action LLC (“Apex” or “Settlement Administrator”) as compensation for its administration
27 services it has and will provide in connection with the Settlement. (*See, generally, Nava Decl.*).

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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 Defendant is a global contract development and manufacturing organization that assists in
8 developing, manufacturing, and supplying programs and products to pharma, biotech, and consumer
9 health customers. Plaintiff was employed by Defendant as an hourly-paid, non-exempt Quality
10 Control Chemist from approximately April 2023 to approximately July 2024. (Hakimi Decl., ¶ 2).

11 On August 13, 2024, Plaintiff provided written notice to the California Labor and Workforce
12 Development Agency ("LWDA") by online submission and to Defendant 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 Defendant ("PAGA Letter"). (Winn Decl., ¶ 2).

15 On August 14, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Kasim*
16 *Hakimi v. Catalent Pharma Solutions, LLC*, Alameda County Superior Court, Case No. 24CV087209
17 ("Action"), thereby commencing a putative class action against Defendant. (*Id.*, ¶ 3).

18 On October 22, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private
19 Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Kasim Hakimi v.*
20 *Catalent Pharma Solutions, LLC*, Alameda County Superior Court, Case No. 24CV096689 ("PAGA
21 Action"), which alleged one cause of action under the California Private Attorneys General Act of
22 2004 ("PAGA") against Defendant. (*Id.*, ¶ 4).

23 On July 8, 2025, the Parties participated in a formal mediation conducted by Monique Ngo-
24 Bonnici, Esq. ("Mediator"), a neutral and respected mediator with extensive experience in complex
25 wage and hour matters, and with the assistance of the Mediator's evaluations, the Parties were able to
26 reach an agreement to resolve this dispute on a class and representative basis. (*Id.*, ¶ 5). The Parties
27 then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.
28 (Ibid).

1 On October 17, 2025, Plaintiff filed a First Amended Class and Representative Action
2 Complaint (“Operative Complaint”) in the Action, which added the PAGA claims alleged in the
3 PAGA Action. (*Id.*, ¶ 6). The Operative Complaint alleges ten (10) causes of action for violations of
4 the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure
5 to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
6 rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment,
7 failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure
8 to reimburse necessary business expenses, for violations of California Business & Professions Code
9 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
10 penalties under PAGA based on the aforementioned California Labor Code violations. (*Ibid.*).

11 On October 23, 2025, the Parties executed the Settlement Agreement. (*Id.*, ¶ 7 and Exh. 2).

12 On November 6, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and
13 PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. (*Id.*, ¶ 8). On
14 April 14, 2026, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA
15 Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of the Settlement
16 Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed administration
17 procedures and associated deadlines. (*Id.*, ¶ 8 and Exh. 3).

18 The Parties agree that the Class described herein may be certified for settlement purposes only.
19 If for any reason the Settlement is not approved, the certification will have no force or effect and will
20 immediately be revoked. The Parties further agree that certification for purposes of approving the
21 Settlement Agreement is in no way an admission that class certification is proper under the more
22 stringent standard applied for litigation and that evidence of this limited stipulation for settlement
23 purposes only will not be admissible for any purpose in this or any other proceeding.

24 **III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION**

25 The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
26 Complaint for a non-reversionary Gross Settlement Amount of Seven Hundred Fifty Thousand Dollars
27 and Zero Cents (\$750,000.00), which is exclusive of employer-side payroll taxes. (Settlement
28 Agreement, ¶ 10.q; Winn Decl., ¶ 11). The Gross Settlement Amount includes: (1) Class Counsel’s

1 fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling Two
2 Hundred Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$262,500.00); (2) Class
3 Counsel’s actual litigation costs and expenses, in the amount of Twenty-Four Thousand Five Hundred
4 Seventeen Dollars and Zero Cents (\$24,517.00); (3) Settlement Administration Costs in the amount
5 of Seven Thousand Eight Hundred Ninety Dollars and Zero Cents (\$7,890.00); (4) Enhancement
6 Payment in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00); and (5) PAGA Amount
7 in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00). (Settlement Agreement, ¶¶
8 13, 14, 15, and 16; Winn Decl., ¶ 11). After the above Court-approved amounts are deducted from
9 the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount
10 of approximately Four Hundred Five Thousand Ninety-Three Dollars and Zero Cents (\$405,093.00).
11 (Settlement Agreement, ¶ 10.v; Winn Decl., ¶ 11).

12 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
13 to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) nor
14 does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share
15 of thirty-five percent (35%) of the PAGA Amount (“Individual PAGA Payment”). (Settlement
16 Agreement, ¶¶ 10.r, and 10.t; Winn Decl., ¶ 12). Individual Settlement Shares are calculated by the
17 Settlement Administrator by dividing the Net Settlement Amount by the total number of weeks each
18 Settlement Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in
19 California during the Class Period (“Workweeks”) and multiplying the result by each Settlement Class
20 Member’s Workweeks worked during the Class Period. (Settlement Agreement, ¶¶ 10.tnn and 18;
21 Winn Decl., ¶ 12). Individual PAGA Payments are calculated by the Settlement Administrator by
22 dividing the amount of the PAGA Employees’ thirty-five percent (35%) share of the PAGA Amount
23 (\$14,000.00) by the total number of pay periods each PAGA Employee worked for Defendant as an
24 hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”) and
25 multiplying the result by each PAGA Employee’s Pay Periods worked during the PAGA Period.
26 (Settlement Agreement, ¶¶ 10.cc and 19; Winn Decl., ¶ 12).

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1 Each Individual Settlement Share will be allocated as thirty-three percent (33%) wages and
2 sixty-seven percent (67%) penalties, interest, and non-wage damages. (Settlement Agreement, ¶ 20;
3 Winn Decl., ¶ 14). The portion allocated to wages will be reported on an IRS Form W-2 and the
4 portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099
5 (if applicable) by the Settlement Administrator. (Settlement Agreement, ¶ 20; Winn Decl., ¶ 14). The
6 Settlement Administrator will withhold the employee's share of taxes and withholdings with respect
7 to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class
8 Members for their net payment of their Individual Settlement Share ("Individual Settlement
9 Payment"). (Settlement Agreement, ¶¶ 10.s and 20; Winn Decl., ¶ 14). The employer's share of taxes
10 and contributions will be paid separately and in addition to the Gross Settlement Amount. (Settlement
11 Agreement, ¶ 20; Winn Decl., ¶ 14). Each Individual PAGA Payment will be allocated as one hundred
12 percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement
13 Administrator. (Settlement Agreement, ¶ 20; Winn Decl., ¶ 14).

14 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
15 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
16 thereafter, shall be canceled. (Settlement Agreement, ¶ 38; Winn Decl., ¶ 15). Any funds associated
17 with such canceled checks will be distributed by the Settlement Administrator to Legal Aid at Work
18 (the *cypres* recipient) in accordance with California Code of Civil Procedure Section 384. (Settlement
19 Agreement, ¶ 38; Winn Decl., ¶ 15).

20 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all
21 Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
22 compromised, relinquished, and discharged the Released Parties of any and all claims which were
23 alleged or which could have been reasonably alleged based on the factual allegations in the Operative
24 Complaint, arising during the Class Period, which shall specifically include claims for Defendant's
25 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
26 associated premium payments, timely pay wages during employment and upon termination, provide
27 accurate wage statements, and reimburse necessary business-related expenses in violation of
28 California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197,

1 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and
2 California Business and Professions Code sections 17200, *et seq.* (collectively, “Released Class
3 Claims”). (Settlement Agreement, ¶¶ 10.ff and 39).

4 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and the
5 State of California with respect to all PAGA Employees will be deemed to have fully, finally, and
6 forever released, settled, compromised, relinquished, and discharged the Released Parties of any and
7 all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA
8 Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code
9 Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay
10 overtime and minimum wages, provide compliant meal and rest periods and associated premium
11 payments, timely pay wages during employment and upon termination, provide compliant wage
12 statements, maintain complete and accurate payroll records, and reimburse necessary business-related
13 expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510,
14 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare
15 Commission Wage Order (collectively, “Released PAGA Claims”). (Settlement Agreement, ¶¶ 10.gg
16 and 40).

17 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
18 individually and on his 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 his employment and/or separation of
23 employment with Defendant, which Plaintiff, at any time up until the execution of the Settlement
24 Agreement, had or claimed to have or may have, including but not limited to any and all claims arising
25 out of, relating to, or resulting from his employment and/or separation of employment with the
26 Released Parties, including any claims arising under any federal, state, or local law, statute, ordinance,
27 rule, or regulation or Executive Order relating to employment, including, but in no way limited to, any
28 claim under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans

1 with Disabilities Act; the Family and Medical Leave Act; the Employee Retirement Income Security
2 Act; the California Family Rights Act; the California Fair Employment and Housing Act; all claims
3 for wages or penalties under the Fair Labor Standards Act; all claims for wages or penalties under the
4 California Labor Code or any applicable California Industrial Welfare Commission Wage Order;
5 Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy,
6 retaliation, or interference with legal rights; any and all other employment or discrimination laws;
7 whistleblower claims; any tort, fraud, or constitutional claims, including but not limited to any claims
8 for libel, slander, defamation or invasion of privacy; and any breach of contract claims or claims of
9 promissory estoppel or quasi-contract. (Settlement Agreement, ¶ 41). It is agreed that this is a general
10 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the
11 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released
12 hereunder by law. (Ibid). Any and all rights granted under any state or federal law or regulation
13 limiting the effect of the Settlement Agreement, including the provisions of Section 1542 of the
14 California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil
15 Code reads as follows:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
17 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
18 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
19 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
20 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
21 PARTY.
22 (Ibid).

23 The “Released Parties” means Defendant and its current and former officers, directors,
24 members, employees, agents, representatives, insurers, shareholders, subsidiaries, affiliates,
25 predecessors, successors, and assigns. (*Id.*, ¶ 10.hh).

26 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

27 Apex has taken all necessary steps to effectuate the notice and settlement administration
28 process, as set forth in the Preliminary Approval Order.

On January 8, 2026, Apex received the Court approved text for the Class Notice from Class
Counsel. (Nava Decl., ¶ 4).

///

1 On January 22, 2026, Apex received the class data file from Defendant's counsel, which
2 contained each Class Member's full name, last known mailing address, Social Security number, dates
3 worked for Defendant in California during the Class Period (collectively, "Class List"). (*Id.*, ¶ 5). On
4 March 9, 2026, Defendant's counsel provided additional pay data for purposes of calculating
5 Workweeks. (*Ibid.*). The Class List was uploaded to Apex's database and checked for duplicates and
6 other possible discrepancies. (*Ibid.*). The Class List contained 301 individuals identified as Class
7 Members. (*Ibid.*).

8 As part of the preparation for mailing, all 301 names and addresses contained in the Class List
9 were then processed against the National Change of Address ("NCOA") database, maintained by the
10 United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses
11 of the Class Members before mailing of the Class Notice. (*Id.*, ¶ 6). The NCOA contains requested
12 change of addresses filed with the USPS. (*Ibid.*). To the extent that an updated address was found in
13 the NCOA database, the updated address was used for the mailing of the Class Notice. (*Ibid.*). To the
14 extent that no updated address was found in the NCOA database, the original address provided by
15 Defendant's counsel was used for the mailing of the Class Notice. (*Ibid.*).

16 On April 15, 2026, the Class Notice was mailed, via U.S. First Class Mail, to all 301 individuals
17 contained in the Class List. (*Id.*, ¶ 7). 19 Class Notices were returned to Apex as undeliverable. (*Id.*,
18 ¶ 8). Apex performed a computerized skip trace on the 19 returned Class Notices that did not have a
19 forwarding address in an effort to obtain an updated address for the purpose of re-mailing the Class
20 Notice. (*Ibid.*). This skip trace effort resulted in obtaining 14 updated addresses and the Class Notice
21 was promptly re-mailed to those Class Members, via U.S First Class Mail. (*Ibid.*). A total of 5 Class
22 Notices have been deemed undeliverable as no updated address was found notwithstanding the skip
23 tracing. (*Id.*, ¶ 9).

24 Class Members had sixty (60) calendar days after the Settlement Administrator mailed the
25 Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Dispute ("Response
26 Deadline"). (Settlement Agreement, ¶ 10.jj). The Response Deadline is June 15, 2026. (Nava Decl.,
27 ¶ 10). As of the date of this Motion, the Settlement Administrator received only one (1) Request for
28 Exclusion and no Notices of Objections or Disputes. (*Id.*, ¶¶ 11-13).

1 There are 300 Settlement Class Members who worked 25,985 Workweeks during the Class
2 Period and 190 PAGA Employees who worked 5,750 Pay Periods during the PAGA Period. (*Id.*, ¶¶
3 14, 15, and 17).

4 The estimated average gross Individual Settlement Share is \$1,332.03, the estimated highest
5 gross Individual Settlement Share is \$4,013.79, and the estimated lowest gross Individual Settlement
6 Share is \$15.38; the estimated average Individual PAGA Payment is \$73.68, the estimated highest
7 Individual PAGA Payment is \$129.04, and the estimated lowest Individual PAGA Payment is \$2.43.
8 (*Id.*, ¶¶ 16 and 18).¹

9 **V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA**

10 On October 29, 2025, Class Counsel submitted a copy of the Settlement Agreement to the
11 LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2).
12 (Winn Decl., ¶ 16). The LWDA has not objected or otherwise responded to the submissions. (*Ibid.*).

13 **VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL**

14 **A. The Legal Standard for Final Approval**

15 Before granting final approval of a class action settlement, the Court must review the
16 settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48
17 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the
18 strength of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation,
19 the amount offered in settlement, the extent of discovery completed and the stage of the proceedings,
20 the experience and views of counsel, and the reaction of the class members to the proposed settlement.
21 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801
22 ["The list of factors is not exhaustive and should be tailored to each case"]; *Officers for Justice v. Civil*
23 *Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, a presumption of fairness
24 exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and
25 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
26 in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245;

27 _____
28 ¹ The actual average, highest, and lowest Individual Settlement Shares will be larger than the amounts stated in the Nava
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 \$30,000.00 (the difference between the amount sought and the amount
authorized under the Settlement, i.e., \$5,483.00 will be part of the Net Settlement Amount).

1 *Dunk*, 48 Cal.App.4th at 1802). “The settlement or fairness hearing is not to be turned into a trial or
2 rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the
3 contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty
4 of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
5 settlements.” (*Officers for Justice, supra*, 688 F.2d at 625).

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

7 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
8 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
9 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
10 were at all times made at arm’s-length and were adversarial. (Winn Decl., ¶ 17). The Parties engaged
11 in extensive informal discovery prior to reaching a settlement. (*Id.*, ¶ 18).

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

13 Courts typically assess the status of discovery in determining whether a class action settlement
14 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
15 Defendant produced all of the putative class members’ time and pay data from December 7, 2020
16 through December 31, 2024 as well as Defendant’s relevant wage and hour policies, and information
17 to determine the total number of putative class members, the number of current versus former
18 employees, the total workweeks worked by the putative class members, and the average rate of pay
19 for the putative class members. (Winn Decl., ¶ 18). This allowed Class Counsel to conduct an
20 informed assessment and analysis of the strengths and weaknesses of the claims and the potential
21 class-wide damages. (*Ibid*). Plaintiff’s investigation was sufficient to satisfy the criteria for court
22 approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v.*
23 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

24 Based on the information exchanged, the Parties extensively briefed issues regarding class
25 certification and liability and provided their analyses to the Mediator who helped the Parties debate
26 the strengths and weakness of their respective positions. (Winn Decl., ¶ 19). At all times, Plaintiff
27 was willing and prepared to litigate this matter through class certification and trial if the Parties had
28 been unable to reach a favorable resolution. (*Ibid*). Additionally, settlement negotiations were

1 conducted by highly capable and experienced counsel. (Ibid). Class Counsel are respected members
2 of the California State Bar with strong records of vigorous and effective advocacy and are experienced
3 in handling complex wage and hour class action litigation. (Ibid). Accordingly, Class Counsel had
4 sufficient information and experience to act intelligently in negotiating the Settlement.

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

13 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal
14 and factual grounds for defending the Action. Based upon Class Counsel’s experience litigating
15 similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class
16 certification and the merits of the Action absent a settlement.

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

25 Defendant denied and continues to deny any liability and wrongdoing of any kind associated
26 with the claims alleged in the Action, and further denies that class certification is appropriate for any
27 purpose other than the Settlement. (*Id.*, ¶ 22). Defendant believes that it would ultimately prevail in
28 the Action. (Ibid). Defendant proffered defenses to both certification and to the merits of Plaintiff’s

1 claims. (Ibid). Defendant contended that Plaintiff's claims are not suitable for class certification
2 because individual issues would predominate should this case go to trial. (Ibid). As with all class
3 actions, these complex cases raise difficult management and proof issues and, accordingly, there is a
4 significant risk that the Court may deny class certification. (Ibid).

5 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
6 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
7 uncertain proposition. (*Id.*, ¶ 23). In order to prove liability and damages, Class Counsel would need
8 to request and analyze thousands of pages of documents, obtain the Class Members' contact
9 information, contact them, and obtain declarations at great expense. (Ibid). Obtaining the cooperation
10 of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
11 against a current employer. (Ibid). On the other hand, Defendant would likely be able to obtain the
12 cooperation of its employees. (Ibid). Moreover, even if Plaintiff prevailed at class certification and
13 trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

14 In light of the Parties' respective legal positions and the risks of continued litigation, the Gross
15 Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable.
16 (*Id.*, ¶ 24).

17 **VII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE**
18 **AND SHOULD BE APPROVED**

19 Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
20 \$262,500.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
21 expenses totaling Twenty-Four Thousand Five Hundred Seventeen Dollars and Zero Cents
22 (\$24,517.00) incurred in the prosecution of the Action. (Winn Decl., ¶ 25). The requested fees and
23 costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation
24 on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for
25 the Class Members. (Ibid).

26 ///

27 ///

28 ///

1 **A. Plaintiff's Fee Request of Thirty-Five Percent (35%) of the Gross**
2 **Settlement Amount is Proper Under the Common Fund Doctrine**

3 Courts have long recognized the “common fund” or “common benefit” doctrine, under which
4 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
5 costs to be paid out of the fund. (*See Serrano v. Priest (“Serrano III”) (1977) 20 Cal.3d 25, 34,*
6 *quoting D’Amico v. Board of Medical Examiners (1974) 11 Cal.3d 1; Glendale City Employees’*
7 *Association v. City of Glendale (1975) 15 Cal.3d 328, 341 fn.19; Quinn v. State of California (1995)*
8 *15 Cal.3d 162, 167; see also Boeing Co. v. Van Gernert (1980) 444 U.S. 472,478; Mills v. Electric*
9 *Auto-Lite Co. (1970) 396 U.S. 375, 391-392).*

10 The California Supreme Court has held that, “when a number of persons are entitled in
11 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
12 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys’ fees
13 out of the fund.” (*Serrano III, supra*, 20 Cal.3d at 34, *quoting D’Amico*, 11 Cal.3d 1; *see also Boeing,*
14 *supra*, 444 U.S. at 478 (“[A] lawyer who recovers a common fund for the benefit of persons other than
15 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills, supra,*
16 *396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class*
17 *actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3*
18 *explains the common fund doctrine as follows:*

19 Where the lawsuit results in the recovery of a fund or property benefiting
20 others as well as plaintiff (e.g., a class action), the court has inherent
21 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.

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

26 In *Quinn v. State of California (1995) 15 Cal.3d 162, 167*, the California Supreme Court stated:
27 “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others derive
28 benefits may require those passive beneficiaries to bear a fair share of the litigation costs.” Similarly,

1 in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme
2 Court recognized that the common benefit doctrine has been applied “consistently in California when
3 an action brought by one party creates a fund in which other persons are entitled to share.”

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

11 The Supreme Court noted that several courts have expressed frustration with the alternative
12 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
13 often indecipherable time records. (*Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, 503; *see*
14 *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.*
15 (N.D. Cal 1989) 723 F. Supp. 1373, 1375). The percentage approach is preferable to the lodestar
16 because: (1) it aligns the interests of class counsel and absent class members; (2) it encourages efficient
17 resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it
18 reduces the demands on judicial resources. (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The
19 Ninth Circuit now routinely uses the percentage of the common fund approach to determine the award
20 of attorney’s fees. (*Lealao*, 82 Cal.App.4th at 30-31; *see e.g., In re Pac. Enters. Sec. Litig.* (9th Cir.
21 1995) 47 F.3d 373, 378-79 (approving attorney’s fee of 33%)).

22 A fee of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$262,500.00) is easily
23 within the range of reasonableness. Historically, courts have awarded percentage fees in the range of
24 20% to 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F.
25 Supp. at 1378). According to Professor Newberg: “No general rule can be articulated on what is a
26 reasonable percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a
27 reasonable fee award from a common fund, in order to assure that fees do not consume a
28 disproportionate part of the recovery obtained for the class, though somewhat larger percentages are

1 not unprecedented.” (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel’s requested fee is
2 reasonable and falls well within the historical range of attorney’s fee awards under the common fund
3 theory. Based on Class Counsel’s showing of reasonableness, the Court should approve the requested
4 fees pursuant to the common fund approach.

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

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

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

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

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

18 From the outset of the Action to the present, prosecution of this matter has involved significant
19 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
20 with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this
21 matter with no guarantee of success. The risks of this matter are apparent in that class certification
22 would likely have been a hard-fought issue, especially given the uncertainty regarding certification of
23 cases such as this. Moreover, even if class certification were granted over Defendant’s opposition,
24 there was no assurance that Plaintiff would succeed at trial. (Winn Decl., ¶¶ 21-23). Despite such
25 challenges, Class Counsel was able to persuade Defendant that it faced significant liability exposure
26 such that it was willing to pay \$750,000.00 to settle the Class Members’ claims.

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

28 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
including litigation involving the legal issues in this matter. (Winn Decl., ¶¶ 28 and 29). Class
Counsel’s skill in developing a factual record and convincing Defendant of its litigation exposure
under California law was essential to achieving the Settlement. Through its skill and reputation, Class

Counsel was able to obtain a settlement that provides an outstanding result for Class Members. (*See generally* Winn Decl.).

E. The Results Achieved

The excellent results achieved by the Settlement support Class Counsel's request for attorneys' fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class Members will be paid, on average, approximately \$1,332.03 each, which is intended to compensate them for the alleged wage and hour violations they suffered during their employment. (Winn Decl., ¶ 13). This is a significant benefit for the Settlement Class Members here as it represents a recovery for highly disputed claims. Equally important is the fact that the State of California will receive \$26,000.00 for enforcement of labor laws and education of employers. (*Id.*, ¶ 35).

Furthermore, the efficiency with which this litigation was conducted and resolved should be rewarded. After preparing and investigating the case prior to filing the Action, Class Counsel strongly litigated and then resolved the case in an efficient manner. The Class Members will directly benefit from the prompt and fair resolution of their claims. They will be receiving a significant award in a relatively short period of time, as opposed to waiting years to recover some undetermined amount if they succeeded at trial, which is an uncertainty in itself.

F. Preclusion of Other Employment

As California law recognizes, Class Counsel's commitment to this litigation should not be assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See ibid*). Class Counsel had to consider its workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. (Winn Decl., ¶ 27).

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

Fee calculations under the lodestar method would result in a similar award, demonstrating the fairness of Class Counsel's percentage fee request. Under the lodestar method, a base fee amount is

1 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
2 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
3 various factors. (*Serrano III*, *supra*, 20 Cal.3d at 48). Class Counsel's hourly rates are summarized
4 in the Winn Decl. at ¶¶ 28-29.

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

16 Class Counsel has spent approximately 300.90 total hours litigating these claims to date.²
17 (Winn Decl., ¶ 29). Class Counsel expects to spend another 10 hours in connection with the final
18 approval process (including preparing for and attending the Final Approval Hearing, and managing
19 the Settlement through its conclusion, including anticipated communications with defense counsel, the
20 Settlement Administrator, our client, and Class Members). (*Id.*, ¶ 30). In addition to time spent during
21 litigation, reasonable hours also include the time spent before the Action was filed, including time
22 spent interviewing the client, investigating the facts and the law, preparing the initial pleadings, as
23 well as litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award
24 should include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982)

25
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.

32 Cal .3d 621, 639 (“*Serrano IV*”). Based on the rates of Class Counsel, the total fees incurred to date are \$267,963. (Winn Decl., ¶ 29). By the conclusion of this matter, the total fees are estimated to be approximately \$273,463. (*Id.*, ¶ 30).

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

In *Lealao*, the court held that trial courts should award lodestar fees by examining the percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 and 53). The court indicated that this is an upward adjustment and should be akin to a contingency fee recovery; the court stated, “[a]n adjustment reflecting the amount of the class recovery is not significantly different from an adjustment reflecting a percentage of that amount; and California courts have evaluated a lodestar as a percentage of the benefit.” (*Id.* at 46). The *Lealao* method appears particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and the class action clients do not expect to pay an hourly fee.

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

Given the unique reliance of our legal system on private litigants to enforce substantive provisions of law through class and derivative actions, attorneys providing the essential enforcement services must be provided incentives roughly comparable to those negotiated in the private bargaining that takes 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.

1 In the class action context, that would mean attempting to award the fee that
2 informed private bargaining, if it were truly possible, might have reached.
3 The simplest way for the law to duplicate the bargain that informed parties
4 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.

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

6 [T]rial judges need the flexibility *Serrano III* provides, as it enables them to
7 relate fee awards to the economic realities that determine the efficacy of the
private enforcement contemplated by our civil justice system.

8 Accordingly, we hold that, in cases in which the value of the class recovery
9 can be monetized with a reasonable degree of certainty and it is not
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.

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

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

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

16 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
17 clearly disclosed to each Class Member in the Court-approved Class Notice. (Winn Decl., ¶ 32; *See*
18 *also*, Nava Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to the
19 request for attorneys' fees. (Nava Decl., ¶ 12). It is fair to conclude that the Class approves of/does
20 not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's request for
21 thirty-five percent (35%) of the Gross Settlement Amount, equaling Two Hundred Sixty-Two
22 Thousand Five Hundred Dollars and Zero Cents (\$262,500.00), should be granted.

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

24 Class Counsel seeks reimbursement of a total amount of Twenty-Four Thousand Five Hundred
25 Seventeen Dollars and Zero Cents (\$24,517.00) in costs and expenses in this matter, which includes
26 reasonable future costs for filing the Motion. (Winn Decl., ¶ 31 and Exh. 4). All costs and expenses
27 were reasonably incurred in prosecution of this matter.

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1 **VIII. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS**
2 **REASONABLE**

3 The named Plaintiff should be awarded an Enhancement Payment in the amount of Ten
4 Thousand Dollars and Zero Cents (\$10,000.00) for his services as the Class Representative and the
5 risks in connection with that role. (Winn Decl., ¶ 33). Enhancement awards in wage and hour cases
6 typically range from \$5,000.00 to \$20,000.00, although some awards are higher. (Ibid). Often,
7 multiple class representatives receive awards in the above range. (See e.g., *Munoz v. BCI Coca-Cola*
8 *Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of
9 \$10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir.
10 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) [“We also think there
11 is something to be said for rewarding those drivers who protect and help to bring rights to a group of
12 employees who have been the victims of discrimination.”]). Here, the requested Enhancement
13 Payment is modest, reasonable, and should be approved.

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

21 The requested award for Plaintiff is also reasonable given the financial and personal risk he
22 took in commencing the Action, and in light of the benefits that his actions have conferred upon the
23 Class. (Hakimi Decl., ¶ 7; See also *Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp.
24 294, 299-300). Additionally, in considering a requested class representative enhancement award,
25 courts take into consideration a plaintiff’s reasonable fear of retaliation. (*Staton v. Boeing Co.* (9th
26 Cir. 2003) 327 F.3d 938, 977). Here, it is easy to see that a potential future employer could expend
27 little effort to discover Plaintiff brought the lawsuit – and based thereon, decline to offer Plaintiff
28 employment.

1 In sum, Plaintiff has performed considerable services on behalf of the Class during the
2 litigation. (*See, generally, Hakimi Decl.*). Class Counsel cannot understate the importance of the role
3 of an employee who is willing to search out an attorney and step forward to assume the risk of litigation
4 and retaliation in order to represent a class and put the interests of the class before their own interests.
5 Plaintiff has understood that this is a class action where he is serving as the Class Representative and
6 must protect the Class Members' interests. (*Id.*, ¶ 10). Plaintiff was the catalyst to the benefit reached
7 for the Class Members, and has actively protected the Class Members' interests during the pendency
8 of this matter and will continue to do so even if the case was required to go to trial. (*Ibid.*). Plaintiff
9 spent numerous hours participating in this matter by searching for an attorney, communicating with
10 his attorneys on numerous occasions, searching for and producing relevant documents related to his
11 employment, responding to his attorneys' inquiries, reviewing the settlement documents, and
12 approving the Settlement on behalf of all Class Members. (*See, generally, Hakimi Decl.*).

13 In contrast, without having to take on any of the risk incurred by Plaintiff or time spent by
14 Plaintiff in litigating this matter, Settlement Class Members will automatically be issued a payment
15 for their claims. It appears that the Settlement Class Members recognize this enhancement was
16 justified because since the time the Class received notice of the requested Enhancement Payment, no
17 one has objected to the request. Thus, the Enhancement Payment to Plaintiff is warranted to
18 compensate him for his time and effort, the fear and stress associated with assuming the responsibility
19 of serving as the Class Representative, and the concrete risks he assumed as the Class Representative.

20 **IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
21 **REASONABLE**

22 In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved,
23 Settlement Administration Costs not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00).
24 (*Winn Decl.*, ¶ 34). Apex is the approved Settlement Administrator. (*Ibid.*). It is an experienced class
25 administrator and has adequately performed the administration tasks required by the Preliminary
26 Approval Order. Apex's *actual* costs to administer the Settlement are Seven Thousand Eight Hundred
27 Ninety Dollars and Zero Cents (\$7,890.00). (*Nava Decl.*, ¶ 19 and Exh. B). Based thereon, the
28 requested costs should be approved.

1 **X. THE PROPOSED LWDA ALLOCATION IS REASONABLE**

2 Pursuant to California Labor Code Section 2699(s)(1), the Superior Court shall review and
3 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
4 § 2699(s)(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
5 should be approved. As part of the Settlement, Defendant has agreed to pay Forty Thousand Dollars
6 and Zero Cents (\$40,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA,
7 of which the payment of Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00) (65% of the
8 PAGA Amount) will be paid to the LWDA for education and enforcement purposes. (Winn Decl., ¶
9 35).

10 It is extremely common in approved wage and hour class action cases that settle that only a
11 small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to
12 class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
13 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
14 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
15 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
16 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
17 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
18 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
19 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
20 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
21 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
22 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
23 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here,
24 in these approved settlements, the parties generally maximized statutory penalties and minimized
25 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
26 California Labor Code violations. (Winn Decl., ¶ 36).

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

2 California law vests the Court with broad discretion in fashioning an appropriate notice
3 program. (*See* California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-
4 74). To protect the rights of absent class members, the parties must provide class members with the
5 best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985)
6 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice
7 must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*
8 *Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which
9 is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of
10 the action and afford them an opportunity to present their objections"])). The content and method of
11 the notice should be designed to apprise the class members of the terms of the proposed settlement
12 and of the class members' rights regarding the settlement. (*See Mullane, supra*, 339 U.S. at 314;
13 *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
14 F. Supp. 364, 378).

15 The Class Notice approved by the Court met these requirements: it identified the Parties and
16 described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution
17 of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to
18 Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees
19 and Costs to Class Counsel. (Winn Decl., ¶ 37; *see also* Nava Decl., Exh. A thereto). The Class
20 Notice described the proposed Settlement with enough specificity to allow each Class Member to
21 make an informed choice whether to accept and participate in it. (Ibid). It also explained how and
22 when Class Members may object to or opt out of the Class Settlement. (Ibid). Finally, the Class
23 Notice provided the date for the hearing on final approval of the Settlement and informed Class
24 Members how to obtain additional information about the Settlement. (Ibid).

25 **XII. CONCLUSION**

26 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
27 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
28 attorneys' fees to Class Counsel of \$262,500.00; (2) the requested reimbursement of actual costs and
expenses to Class Counsel of \$24,517.00; (3) the requested Enhancement Payment to Plaintiff of

1 \$10,000.00; and (4) the requested Settlement Administration Costs to the Settlement Administrator of
2 \$7,890.00; and permit the filing of a memorandum that exceeds the page limit.

3 Respectfully submitted,

4 Dated: June 15, 2026

BLACKSTONE LAW, APC

5 By: James Winn
6 James S. Winn Jr.
7 Attorneys for Plaintiff Kasim Hakimi
8 and the Class
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