HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JOSE FUENTES, as an individual and on behalf of all others similarly situated, Plaintiff, vs. SOUTHWEST MATERIAL HANDLING, INC., a California corporation; and DOES 1 through 100, inclusive, Defendants.	Case No. CVRI2404365 [*Assigned for all purposes to Hon. Harold W. Hopp, Dept. 1*] **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA ACTION SETTLEMENT, CLASS REPRESENTATIVE SERVICE PAYMENT, AND ATTORNEYS' FEES AND COSTS** Date: May 18, 2026 Time: 8:30 a.m. Dept.: 1 Action Filed: August 1, 2024 Trial Date: None Set

PLEASE TAKE NOTICE that on May 18, 2026, at 8:30 a.m., or as soon thereafter as the matter may be heard, in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501, Plaintiff Jose Fuentes (Plaintiff), individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for entry of an Order pursuant to California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court:

1. Confirming certification of the Settlement Class for settlement purposes under Code of Civil Procedure § 382;
2. Confirming the appointment of Plaintiff Jose Fuentes as the Class Representative for settlement purposes;
3. Confirming the appointment of Paul K. Haines, Fletcher W. Schmidt, and Matthew K. Moen of Haines Law Group, APC as Class Counsel for settlement purposes;
4. Granting final approval of the proposed Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement");
5. Approving an award of $433,333.33 in attorneys' fees to Class Counsel;
6. Approving reimbursement of $30,820.98 in actual litigation costs incurred to Class Counsel;
7. Approving an award of $8,250.00 in settlement administration costs to Phoenix Settlement Administrators;
8. Approving a Class Representative Service Payment of $10,000.00 to Plaintiff Jose Fuentes for his service as Class Representative; and
9. Entering final judgment in the form of the [Proposed] Judgment and Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement, Class Representative Service Payment, and Attorneys' Fees and Costs (the "[Proposed] Judgment and Order") submitted herewith.

This Motion is made on the following grounds: (1) the Settlement Class continues to meet the requirements for class certification for settlement purposes only under Code of Civil Procedure § 382; (2) Plaintiff and Class Counsel continue to be adequate representatives of the

Settlement Class; (3) the Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the requested awards of attorneys' fees and costs, the Class Representative Service Payment, and settlement administration costs are all fair, adequate, and reasonable; and (5) in light of the foregoing, the [Proposed] Judgment and Order submitted concurrently herewith should be entered to give finality to, and allow for disbursements from, the Settlement.

This Motion is further based on this Notice of Motion; the attached Memorandum of Points and Authorities; the supporting declarations of Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, Plaintiff Jose Fuentes, and Connor Tevenan of Phoenix Settlement Administrators, together with the exhibits attached to those declarations; the Settlement Agreement; all other pleadings and papers on file in this action; and any further oral or documentary evidence or argument presented at the time of hearing.

Dated: April 24, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________
Matthew K. Moen
Attorneys for Plaintiff

TABLES OF CONTENTS

TABLE OF AUTHORITIES

Federal Cases

State Cases

State Statutes and Rules

Unpublished Cases

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Jose Fuentes ("Plaintiff") hereby submits this Memorandum of Points and Authorities in support of his Motion for Final Approval of this Class Action and PAGA Action Settlement (the "Settlement") on behalf of all non-exempt, hourly individuals that worked for Defendant Southwest Material Handling, Inc. ("Defendant") in California during the period from August 1, 2020, to December 31, 2025 (the "Class Period"). Plaintiff and Defendant are referred to herein as the "Parties."

This is a $1,300,000.00 non-reversionary Settlement, under which all 389 participating Settlement Class members will automatically receive settlement payments without submitting a claim form. The average Individual Class Payment is approximately $1,908.99, and the highest Individual Class Payment is approximately $5,211.46. The Settlement also provides additional consideration to the State of California and 263 Aggrieved Employees in resolution of Plaintiff's claim for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq*. ("PAGA"), resulting in average additional Individual PAGA Payments of approximately $99.81, with the highest additional Individual PAGA Payment of approximately $158.12.[1]

The Settlement provides an excellent resolution of the disputed wage and hour claims in this case light of the litigation risks Plaintiff faced, especially given Defendant's financial condition and cash-flow concerns. After receiving notice of the proposed Settlement and the estimated Individual Class Payments, no Settlement Class Members objected or provided workweek disputes, and only one individual opted out, resulting in a 99.74% participation rate.

As explained below, the Court should grant Plaintiff's Motion in its entirety and enter the [Proposed] Judgment and Order submitted concurrently herewith because: (1) the Settlement Class continues to meet the requirements for class certification for settlement purposes under Code of Civil Procedure § 382; (2) the Settlement is a fair, adequate, and reasonable compromise

---

[1] Aggrieved Employees are defined as all non-exempt, hourly individuals that worked for Defendant in California during the period from August 1, 2023, to December 31, 2025 (the "PAGA Period").

of the disputed claims in this case; and (3) the amounts requested for Class Counsel's attorneys' fees and costs, Plaintiff's Class Representative Service Payment, payment to the California Labor and Workforce Development Agency ("LWDA"), and settlement administration costs are fair, adequate, and reasonable.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant sells, leases, and services a variety of industrial material handling equipment including forklifts, pallet jacks, scissor lifts and floor cleaners. Declaration of Matthew K. Moen ("Moen Decl."), ¶ 9. Defendant employed Plaintiff as a Parts Driver and Warehouse Coordinator from approximately February 2021 to June 2024. Declaration of Jose Fuentes ("Fuentes Decl."), ¶ 2. Like all Settlement Class Members, Plaintiff was employed by Defendant during the Class Period and was subject to Defendant's alleged unlawful wage and hour policies and practices. Fuentes Decl., ¶ 3.

On August 1, 2024, Plaintiff initiated this action against Defendant, asserting the following causes of action: (1) failure to pay all overtime wages; (2) failure to pay all minimum wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse necessary business expenses; (6) wage statement violations; (7) failure to timely pay final wages; and (8) violation of the California Business and Professions Code section 17200, *et seq*. Moen Decl., ¶ 10. On October 7, 2024, Plaintiff filed a First Amended Complaint, adding a cause of action for civil penalties under the PAGA based on the same underlying Labor Code violations. *Id.*

In connection with mediation, Defendant provided Plaintiff with electronic timekeeping and payroll records for a representative sampling of approximately 25% of the Settlement Class, covering the entire Class Period, along with key policy documents and relevant data points. Moen Decl., ¶ 11. Plaintiff then retained a statistical economist with a Ph.D. to assist in analyzing the data and conducting a comprehensive, class-wide analysis to develop an exposure model for the claims at issue. *Id*. On October 21, 2025, the Parties participated in a full-day mediation session with mediator Monique Ngo-Bonnici, Esq., during which they exchanged divergent views regarding Defendant's liability, potential exposure, and the likelihood of class certification. *Id*.

At the conclusion of the mediation session, Ms. Ngo-Bonnici issued a mediator's proposal, which was accepted by both sides. *Id*.

Over the following weeks, the Parties negotiated and executed the long-form Settlement Agreement that the Court preliminarily approved on January 30, 2026. *See* Moen Decl., ¶¶ 11-12, Exhibit 1 (Preliminary Approval Order).[2]

On February 27, 2026, the Settlement Administrator mailed the Court-approved Notice Packet—comprised of the Notice of Pendency of Class Action and Proposed Settlement ("Class Notice"), Dispute Form, Request for Exclusion Form, and Objection Form—via U.S. First-Class Mail to all 390 potential Settlement Class Members. *See* Declaration of Connor Tevenan ("Tevenan Decl."), ¶ 5; Exhibit A. Settlement Class Members had until April 13, 2026 to submit disputes, objections, or requests for exclusion (the "Response Deadline"). *Id*. ¶¶ 8-10. After the Response Deadline passed, the Settlement Administrator confirmed it has received zero objections or disputes, and only one individual submitted a Request for Exclusion. *Id.* ¶¶ 8-10; Exhibit B. As a result, 389 individuals remain participating Settlement Class Members, resulting in a 99.74% participation rate. *Id*., ¶ 11.

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Settlement Class Definition

The Settlement Class includes: all non-exempt, hourly individuals that worked for Defendant in California during the period from August 1, 2020 to December 31, 2025. *See* Moen Decl., Exhibit 1.

B. Monetary Terms

Defendant will pay a non-reversionary Gross Settlement Amount ("GSA") of $1,300,000.00. Settlement, § 3.1. The Net Settlement Amount ("NSA") is the amount remaining from the GSA after deducting Court-approved attorneys' fees ($433,333.33), reimbursement of

[2] On December 30, 2025, Plaintiff submitted the Parties' Settlement Agreement and all moving papers filed in support of the Motion for Preliminary Approval to the LWDA. *See* Moen Decl., ¶ 13; Exhibit 2 (LWDA Submission & LWDA Confirmation of Receipt).

verified costs ($30,820.98),[3] the Class Representative Service Payment ($10,000.00), settlement administration costs ($8,250.00), and the amount designated for civil penalties under the PAGA ($75,000.00). *See id*., § 3.2; Moen Decl., Exhibit 3 (Cost Report). Based on these requested amounts, the NSA is $742,595.69. *See* Tevenan Decl., ¶ 12.

Phoenix Settlement Administrators ("Phoenix") will calculate the Individual Class Payments based on the proportionate number of workweeks worked by each participating Settlement Class Member during the Class Period. Settlement, § 3.3. Separately, the $26,250 allocated to the Aggrieved Employees as their share of the $75,000 in PAGA civil penalties will be distributed based on the proportionate number of pay periods worked during the PAGA Period. *Id*., § 3.3.1.3. For tax purposes, each Individual Class Payment will be allocated as 20% wages (subject to applicable withholdings) and 80% interest and penalties (not subject to withholdings). *See id*., § 3.3.1. Amounts paid as PAGA civil penalties will be treated as 100% penalties and reported on IRS 1099 forms. *Id*., § 3.3.1.4. Defendant will pay the employer's share of payroll taxes separately and in addition to the GSA. *Id*., § 3.1

C. <u>Summary of Notice Process</u>

On February 11, 2026, Defendant provided Phoenix, the Court-approved Settlement Administrator, with each Class Member's name, last known mailing address, Social Security number, and dates of employment. *See* Tevenan Decl., ¶ 3. After verifying and updating addresses using the National Change of Address database, Phoenix mailed the Notice Packet to all 390 potential Class Members via U.S. First-Class Mail on February 27, 2026. *Id*., ¶¶ 4-5. After the initial mailing, 11 Notices were returned. *Id*., ¶ 6. Phoenix performed a skip trace and remailed 10 Notice Packets. *Id*. Ultimately, only one (1) Notice Packet remains undeliverable. *Id*., ¶ 7. Class Members had until April 13, 2026 to submit objections, disputes, or Requests for Exclusion.

---

[3] While Class Counsel's cost records identify to-date out-of-pocket expenses as $30,709.20, the total amount that Class Counsel requests for reimbursement ($30,820.98) includes an additional $111.78 in anticipated future costs for the filing and service of this Motion and, ultimately, the Settlement Administrator's final accounting declaration, which will be incurred after the filing of this Motion. Moen Decl., ¶ 14. These costs are both foreseeable and necessary to fully implement the terms of the Settlement and to complete the final approval and final accounting processes. *Id*.

Id., ¶¶ 8-10. As of the date of this filing, no Settlement Class Members objected to the Settlement or disputed the workweek information in the Notice Packet, and only one Settlement Class Member opted out, resulting in a 99.7% participation rate. *Id.*, ¶¶ 8-11.

D. **Timing of Payments**

As part of the mediator's proposal at mediation, the Parties ultimately agreed to an installment plan that would allow Defendant to fund the Settlement over a period of approximately six months, while alleviating cash-flow concerns. *See* Settlement, § 4.3; Moen Decl., ¶ 44. Defendant will fund the GSA as follows: one-half (1/2) of the GSA (i.e., $650,000.00) shall be paid within thirty (30) days after the Court grants final settlement approval, if there are no objections to the Settlement filed, or within the expiration of the appeals period if any objections are filed, and the second payment of one-half (1/2) of the GSA ($650,000.00) shall be due within six (6) months of the date of the first installment payment, along with Defendant's share of payroll taxes. *Id*. Within fourteen (14) days following the full funding of the GSA, the Settlement Administrator will calculate and mail the Individual Class Payments and Individual PAGA Payments to the participating Settlement Class Members via U.S. First-Class Mail. *Id.*, § 4.4. Settlement Class Members will have 180 days from the mailing of settlement shares to cash their checks. *Id.*, § 4.5. Any uncashed funds will be redistributed equally among Settlement Class Members who cashed their checks. *Id.*, § 4.7. Based on the disbursement timeline, Plaintiff proposes the Court hold a final accounting hearing on or after August 11, 2027, at 8:30 a.m.

IV. **ARGUMENT**

A. **This Court Should Confirm its Certification of the Settlement Class**

Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable, and its members are too numerous for joinder to be practical; (2) the representative and absent class members share a community of interest, and common questions of law and fact predominate over individual issues; (3) the representative's claims are typical of the class's claims; and (4) the representative will fairly and adequately represent the class's interests. *See Richmond v. Dart Industries, Inc*. (1981) 29 Cal.3d 462, 470. Here, the Court determined that the Settlement Class satisfies the requirements for class certification for settlement purposes when it granted preliminary approval on January 30, 2026. *See* Moen Decl., Exhibit 1. Since then, no events undermined this determination. To the contrary, the reaction of Settlement Class Members has been overwhelmingly positive: no Settlement Class Member objected to the Settlement or disputed their workweek allocations, and only one individual opted out, resulting in a 99.74% participation rate. *See* Tevenan Decl., ¶¶ 8-11. The Court should therefore confirm its conditional certification of the Settlement Class.

B. <u>This Settlement is Fair, Adequate, and Reasonable</u>

California courts have a strong policy in favor of settlement. *See Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action settlements involve a court approval process that exists to prevent fraud, collusion, and unfairness to class members. *See Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-79. This approval process consists of preliminary settlement approval, notice being given to class members, and a final fairness and approval hearing being held, at which class members can be heard with respect to the settlement. *Id*. Now that the Settlement Administrator provided notice to the Class Members, Plaintiff respectfully requests that the Court grant final approval of the Settlement as fair, adequate and reasonable.

1. The Settlement Was the Result of Informed, Arm's-Length Negotiations

A settlement is presumptively fair where it is reached through arm's-length bargaining, based on sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is experienced in similar litigation, and the percentage of objectors to the settlement is small. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802. In deciding whether to approve a proposed settlement, a trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the case. *Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438. In exercising these powers, the overriding concern is to ensure that a proposed settlement is "fair, adequate, and reasonable." *Dunk*, *supra*, 48 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider include, but are not limited to:

> [T]he strength of plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status

> through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

Id. These factors require balancing, are non-exhaustive and should be tailored to each case, giving due regard to "what is otherwise a private consensual agreement between the parties." *Id*.

"In the context of a settlement agreement, the test is not the maximum amount plaintiffs might have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the circumstances." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250. Because settlements inherently involve compromise, even settlements providing for substantially narrower relief than what may be obtained if the suit were successfully litigated can be reasonable because, "the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation." *Id*. (quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972)).

Here, the Settlement resulted from extensive arm's-length negotiations between qualified and experienced counsel with the aid of a well-respected and experienced neutral third-party mediator, whose mediator's proposal was accepted by both Parties. The Settlement is fair, adequate, and reasonable for all Class Members. While Plaintiff maintains his claims are meritorious, Plaintiff acknowledges the substantial risks and uncertainty in proceeding with class certification and eventually trial, which justify a downward departure from the maximum exposure that Plaintiff calculated each claim carried, particularly given Defendant's financial condition and cash-flow concerns.

As detailed in Plaintiff's Motion for Preliminary Approval, Defendant asserts that Plaintiff's explanation of Defendant's timekeeping system is inaccurate, and that the only time that an employee would need to follow the 3-step clock-in process described by Plaintiff was when they forgot their password that allowed them to clock in and out on a personal handheld device. Moen Decl., ¶ 15. Defendant shared records with Plaintiff showing that Plaintiff had forgotten his password and needed to follow the 3-step process a total of 14 times throughout his employment, and asserted that on all other occasions, Plaintiff had the ability to quickly clock in and out on his handheld device using only a password. *Id.* Defendant denies Plaintiff's claims regarding off-the-clock work during meal periods and argues that such a theory is not appropriate for class treatment, as it would require individualized inquiries into whether each employee actually performed any work while off-the-clock, and if so, how much, resulting in an unmanageable series of mini-trials. *Id.*; *see, e.g., Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1052 (2012) (affirming denial of off-the-clock subclass, "[p]roof of off-the-clock liability would have had to continue in an employee-by-employee fashion, demonstrating who worked off the clock, how long they worked, and whether Brinker knew or should have known their work."). Defendant also obtained declarations from numerous employees attesting that they had never been asked or caused to work off-the-clock during meal periods, underlining the potentially individualized nature of this theory. Moen Decl., ¶ 15.

As to Plaintiff's meal period claim, Defendant points to its timekeeping records that show facial compliance for more than 99% of all shifts. Moen Decl., ¶ 16. Defendant also contends that Plaintiff's primary theory of meal period liability is completely unsupported by the evidence, as all employees were provided the ability to clock in and out on handheld company phones, meaning that they could clock in immediately upon ending their meal period, and all time spent returning to work would be on the clock. *Id.* Further, Defendant maintains that the 3-step clock in process described by Plaintiff is only utilized when an employee forgets their password to their handheld device, which for most employees was rare or never happened at all. *Id.* Defendant maintains that any arguments about working off the clock during meal periods would be highly individualized given that it maintained a facially compliant written meal period policy at all times throughout the putative class period, and has always provided meal periods consistent with that policy. *Id*. Defendant also obtained numerous declarations from employees attesting to compliant meal period policies and practices. *Id.*

As to Plaintiff's rest period claim, Defendant disputes these allegations and asserts that it has maintained a facially lawful written rest period policy at all times throughout the putative class period, and that it has always authorized and permitted 15-minute rest periods, in excess of what is required under California law. Moen Decl., ¶ 17. Defendant also disputes that anyone was ever prevented from leaving the company premises for rest periods or required to clock out to do so, and that any contrary instructions would have been in violation of company policy. *Id.* Defendant also obtained numerous declarations from employees attesting to legally compliant rest period policies and practices. *Id*. As such, Defendant argues that individualized inquiries would be required to determine whether an employee was truly not authorized and permitted to take a rest period on any given shift, rendering the claim unsuitable for class treatment. *Id*. Defendant also asserts that questions such as whether the employee was authorized and permitted to take a rest period, or whether rest periods were voluntarily skipped, would overwhelm any common questions and raise manageability concerns given that rest periods are not recorded. *Id*.

As to Plaintiff's reimbursement claim, Defendant counters that the 3-step clock-in process was only in the event of a forgotten password on the company-provided device, and was therefore a rare occurrence for most employees, and did not necessitate the use of a personal phone for work purposes. Moen Decl., ¶ 18.

Finally, Defendant argues that Plaintiff's underlying claims will fail and, as a result, the derivative wage statement, waiting time, and PAGA claims must also fail. Moen Decl., ¶ 19; *see Price v. Starbucks Corp*. (2011) 192 Cal.App.4th 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Defendant also maintains that Plaintiff cannot show that any wage statement violations were "knowing and intentional," or that the putative class members "suffered injury" as required by Labor Code § 226(e). Moen Decl., ¶ 19; *see* Labor Code § 226(e)(1). Moreover, Defendant contends that its good faith defenses to the underlying claims would preclude recovery of waiting time penalties, which require a "willful" failure to pay wages. Moen Decl., ¶ 19. Defendant also asserts that this Court should exercise its discretion to substantially reduce any PAGA penalties awarded. *Id*.; *see also* 8 Cal. Code Regs. § 13520 ("[A] good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203."); Labor Code § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc*. (2012) 203 Cal.App.4th 1112, 1135; *Carrington v. Starbucks Corp*. (2018) 30 Cal.App.5th 504 (affirming reduction of PAGA penalties to 10% of exposure).

///

These considerations bore heavily on the negotiations leading to the Settlement, and confirm the Settlement is a fair, adequate and reasonable compromise in light of the risks of further litigation and Defendant's financial condition. As detailed in Plaintiff's Motion for Preliminary Approval, Class Counsel and Plaintiff's retained expert carefully vetted the claims at issue and analyzed Defendant's data to build a comprehensive damages model. Only after this comprehensive analysis did the Parties participate in mediation and ultimately accept the mediator's proposal in order to reach the Settlement now before the Court. Thus, while these risks are not exhaustive, they demonstrate that the Settlement is fair, adequate, and reasonable.

2. *Class Members Are Compensated Based on the Extent of Their Injury*

Phoenix will calculate Individual Class Payments based on the proportionate number of workweeks each participating Class Member worked during the Class Period. *See* Settlement, § 3.3. Separately, the $26,250 allocated to the Aggrieved Employees as their share of the $75,000 in PAGA civil penalties will be distributed based on the proportionate number of pay periods worked during the PAGA Period. *Id*., § 3.3.1.3. This method of distribution compensates Settlement Class Members and Aggrieved Employees in proportion to the extent of their alleged exposure to wage and hour violations, with higher payments allocated to those who worked more weeks or pay periods, respectively, and only Settlement Class Members with standing to pursue PAGA penalties would have been eligible to recover those penalties. The formula is directly tied to the damages and penalties that employees could have recovered at trial, and is therefore fair, adequate, and reasonable.

3. *The 99.74% Participation Rate Supports Final Approval*

The Settlement Class Members' response to the Settlement is relevant in evaluating whether it merits final approval. *Dunk*, *supra*, 48 Cal.App.4th at 1801. Further, the absence of objections and requests for exclusion support a fairness presumption. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a "particularly impressive" favorable response from class members). Here, no Settlement Class Members objected to the Settlement or disputed their workweek allocations, and only one individual opted out, resulting in a 99.74% participation rate.

See Tevenan Decl., ¶¶ 8-11. This overwhelmingly positive reaction from the Class Members further confirms that the Settlement is fair, adequate, and reasonable.

C. **The Requested Award of Attorneys' Fees is Reasonable as a Percentage of the Gross Settlement Amount Confirmed by a Lodestar Cross-Check**

Plaintiff and the Settlement Class Members are entitled to recover their attorneys' fees and costs for their wage claims. *See* Labor Code §§ 226(e), 1194, and 2699(g). A fee award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See*, *e.g.*, *Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1290-91; *Westside Community for Independent Living, Inc. v. Obledo* (1983) 33 Cal.3d 348, 352-53; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 (finding that "when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund.").

California state and federal courts routinely award fees of one-third of the settlement fund in class actions. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11; *see also Wershba*, *supra*, 91 Cal.App.4th at 254 (recognizing the "percentage of recovery" method); *In re Pacific Enterprises Securities Litig*., 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee award). Indeed, the California Supreme Court approved the use of the "percentage of fund" method in California. *See Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506 ("the percentage of fund method survives in California class action cases…"). Specifically, the *Laffitte* Court held:

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

Id. at 503 (internal citation omitted); *see also Rawlings v. Prudential-Bache Properties, Inc.,* 9 F.3d 513, 516 (6th Cir. 1993) (holding that the percentage of the fund method more accurately reflects the results achieved than the lodestar method and "establishes reasonable expectations on the part of Plaintiffs' attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation."); *In re Rite Aid Corp. Securities Litigation*, 396 F.3d 294, 300 (3d Cir. 2005) ("The percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund in a manner that rewards counsel for success and penalizes it for failure."). This is consistent with Class Counsel's experience in similar wage-and-hour class action matters. *See* Moen Decl., ¶ 22.

Here, Class Counsel's fee request of $433,333.33, which is one-third of the GSA,[4] is the same percentage sought in *Laffitte*, and is fair and reasonable based on the percentage of recovery method. Moen Decl., ¶ 22. In *Laffitte*, the California Supreme Court held that trial courts have discretion to assess the reasonableness of fee awards with tools such as the "lodestar cross-check," whereby the trial court calculates counsel's lodestar and determines whether the "lodestar multiplier" needed to bring the lodestar on par with the percentage of recovery is reasonable. *Laffitte,* 1 Cal.5th at 503-06. Under the lodestar method, the court multiplies the number of hours reasonably expended by each attorney or legal staff member by their reasonable hourly rates, then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the contingent nature of the case and the degree of success achieved. *See Serrano v. Priest*, (1977) 20 Cal.3d 25, 48-49; *Ketchum v. Moses*, (2001) 24 Cal.4th 1122, 1132-36; *Thayer v. Wells Fargo Bank*, (2001) 92 Cal.App.4th 819, 834 ("There is no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation").

Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g., Chavez*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5); *Coalition for L. County Planning etc. Interest v. Bd. of Supervisors*, (1977) 76 Cal.App.3d 241, 251 (approving multiplier of approximately 12.8). In class and representative actions, where the value of the benefit conferred "can be monetized with a reasonable degree of certainty," a court may "adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Consumer Privacy Cases*, (2009) 175 Cal.App.4th 545, 557.

---

[4] Although the Settlement provides for a Class Counsel Fees Payment of up to 35% of the GSA, Class Counsel are seeking only one-third of the GSA in fees. Moen Decl., ¶ 22.

Here, Class Counsel has a lodestar of $218,162.50, which results in a reasonable multiplier of approximately 1.98 when compared to the $433,333.33 fee request. Moen Decl., ¶ 22. A summary of the hours worked by each attorney and paralegal appears below. *Id*. The billing rates used are reasonable in light of the evidence submitted herewith and have been approved by multiple courts throughout California.[5] *Id*., ¶¶ 22-23, Exhibit 4 (Billing Summary), Exhibit 5 (2026 Laffey Matrix); Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-14; Declaration of Fletcher W. Schmidt ("Schmidt Decl."), ¶¶ 2-9.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney)	$975	33.1	$32,272.50
Fletcher W. Schmidt (13th Year Attorney)	$875	78.2	$68,425.00
Matthew K. Moen (10th Year Attorney)	$775	89.6	$69,440.00
Aden M. Khachadoorian (4th Year Attorney)	$500	88.9	$44,450.00
HLG Paralegals	$250	14.3	$3,575.00
Total Lodestar			**$218,162.50**

As discussed above, this case presented significant risks to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Since undertaking representation of Plaintiff, Class Counsel has devoted substantial time to this litigation without receiving any compensation to date. Moen Decl., ¶ 24. Class Counsel's efforts included pre-filing investigation, legal research, review and analysis of class data and policy documents, working with a forensic accountant to develop a comprehensive damages model, participation in mediation and continued settlement negotiations in the weeks following mediation, drafting and revising the Memorandum of Understanding,

[5] When setting rates, courts should utilize attorneys' "current" rates, i.e., their rates at the time of the fee application. This accounts for the delay in receiving payment, as well as lost interest and inflation. *See Graham v. DaimlerChrysler Corp*. (2004) 34 Cal.4th 553, 584 (approving use of present-day rates to account for the delay in payment); *Pennsylvania v. Delaware Valley Citizens' Council for Clean Air* (1987) 483 U.S. 711, 716 ("In setting fees for prevailing counsel, the courts have regularly recognized the delay factor…by basing the award on current rates."); *Bouman v. Block*, 940 F.2d 1211, 1235 (9th Cir.1991) (affirming district court's use of current hourly rates).

long-form Settlement Agreement, and Notice documents, as well as all pleadings and filings in support of the Motions for Preliminary and Final Approval, oversaw the notice process, fielded questions from Class Members and otherwise litigated the case. *Id*. Class Counsel will also expend future attorney time attending the hearing on this Motion, overseeing the disbursement process, and reviewing and filing the Settlement Administrator's final accounting declaration with the Court, among other tasks. *Id*. Given the considerable potential for adverse outcomes in this case, including, but not limited to, losing on class certification, the contingent risk borne by Class Counsel was great. The quality of Class Counsel's work, and the efficacy and dedication with which it was performed, should be equivalently compensated.

Class Counsel's previous experience in litigating wage and hour class actions also supports the reasonableness of the fee request. Class Counsel are well-versed in both plaintiff and defense-side wage and hour class and representative action litigation, and collectively bring four decades of experience in class and representative employment matters. *See* Moen Decl., ¶¶ 2-7, 23, 25; *see also generally* Haines Decl.; Schmidt Decl. Class Counsel have also been certified as class counsel in numerous cases in both State and federal court. *Id*. Class Counsel's experience in similar matters was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. Because it is reasonable to compensate Class Counsel commensurate with their skill, reputation, and experience, the requested fee award of one-third of the GSA is fair and reasonable and should therefore be approved.

D. The Court Should Approve the Requested Cost Reimbursement

Class Counsel incurred and respectfully requests reimbursement of $30,820.98 in actual litigation costs incurred, which is more than $9,000 *less* than the $40,000.00 cap the Court preliminarily approved in the Settlement Agreement.[6] *See* Moen Decl., ¶ 27; Exhibits 1, 3 and 6

[6] Plaintiff retained Berkeley Research Group to perform the expert analysis in this case, and has submitted all invoices for the work performed with this Motion. *See* Moen Decl., ¶ 27, Exhibit 6.

(Expert Invoice); *see also* Settlement, § 3.2.2. The difference between the $40,000.00 cap and the amount requested will remain in the NSA and will be distributed to Participating Class Members.

Class Counsel's request is fair, adequate, and reasonable, as all these costs are documented and reasonably incurred. *See* Moen Decl., Exhibit 3. Moreover, the types of costs for which reimbursement is sought are routinely approved by courts. *See*, *e.g.*, *Harris v. Marhoefer* 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover "those out-of-pocket expenses that would normally be charged to a fee paying client"); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011) ("costs of reproducing pleadings, motions and exhibits are typically billed by attorneys to their fee-paying clients" and are reimbursable); *Trustees of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co*., 460 F.3d 1253, 1258-59 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation* 497 F.Supp.2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, legal research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable).

Notably, no Settlement Class member objected to the Settlement, including Class Counsel's request for up to $40,000.00 in litigation cost reimbursement. *See* Tevenan Decl., ¶ 9. Because the requested expenses were reasonably incurred, and no objections were raised, the Court should approve Class Counsel's request for reimbursement of $30,820.98 in litigation costs.

E. The Court Should Approve the Requested Settlement Administration Costs

Plaintiff also requests that the Court approve $8,250.00 in administration costs to Phoenix as the Settlement Administrator. *See* Moen Decl., ¶ 28; Tevenan Decl., ¶ 20, Exhibit C. As detailed in the declaration of Connor Tevenan submitted concurrently with this Motion, Phoenix performed duties in connection with this Settlement that were integral in effectuating the Settlement and the Notice process. Phoenix calculated each Class Member's Individual Class Payment and Individual PAGA Payment, updated addresses in the data supplied by Defendant, formatted the Notice Packets for mailing, mailed the Notice Packets to all 390 individuals eligible to participate in the Settlement, provided weekly status reports to the Parties, and otherwise administered the Settlement. *See generally,* Tevenan Decl. For these reasons, Phoenix's requested administration costs are fair, reasonable, and adequate, and should be finally approved.

F. <u>The Court Should Approve Plaintiff's Class Representative Service Payment</u>

Courts routinely approve service awards to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation. *See*, *e.g.*, *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named plaintiffs for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co*. 901 F.Supp. 294 (N.D. Cal. 1995) (approving $50,000.00 service payment). The common law in both California state and federal courts has long recognized the important function of enhancement payments to incentivize plaintiffs to bring class actions to vindicate others' rights. *See Cellphone Termination Fee Cases* (2010) 186 Cal.App.5th 1380, 1394 (stating that the question of whether a class representative was entitled to a service award was answered in the affirmative in *Clark v. American Residential Services, LLC*, (2009) 175 Cal.App.4th 785).

Here, Plaintiff seeks a Class Representative Service Payment of $10,000.00, and submits this amount is fair and reasonable in light of his substantial efforts and the risks undertaken on behalf of the Settlement Class. *See* Moen Decl., ¶ 20; Fuentes Decl., ¶¶ 4-5; Settlement, § 3.2.1. Among other things, Plaintiff searched for relevant documents, provided factual information to Class Counsel, participated in multiple calls to discuss the claims and company policies, reviewed documents and filings related to the case, assisted with mediation preparation, participated by phone during the mediation session to respond to factual inquiries from opposing counsel and the mediator, and discussed the settlement terms with Class Counsel and gave input on whether they believed the settlement was fair. Fuentes Decl., ¶ 5. Plaintiff estimates he devoted at least 15-20 hours to tasks that contributed directly to the resolution of this matter. *Id*. He also assumed meaningful risk by serving as the named plaintiff, as his name is now associated with a wage and hour class action lawsuit against a former employer. *Id.* ¶ 4. Plaintiff also agreed to a general release of all claims subject to a waiver of Civil Code § 1542. *See* Moen Decl., ¶ 21; Settlement, § 5.2.

Plaintiff has invested significant time and effort into seeing this litigation through resolution, and the Settlement Class, who would not be receiving anything if it were not for Plaintiff's decision to pursue these claims, will benefit greatly from his participation. Moen Decl.,

¶ 20. Plaintiff deserves to be compensated for these risks, which other Settlement Class Members are not subject to. Moreover, after receiving notice of the proposed request for a $10,000.00 Service Payment, not a single Settlement Class Member objected to the proposed award. Tevenan Decl., ¶ 9. Further, Plaintiff submits that the requested Service Payment is reasonable and fair given that it represents a mere 0.7% of the total GSA. *See id*., ¶ 12. Given the substantial average settlement shares and that it represents only a fraction of the GSA, the requested Service Payment amount is reasonable.

Moreover, the requested Service Payment falls within the range of awards regularly approved by California courts. *See, e.g., Ada Mendoza v. Desert Valley Date, LLC, et al.*, Case No. CVRI2301048, Riverside County Superior Court, Hon. Harold W. Hopp, presiding awarding $10,000.00 enhancement award to named plaintiff); *Target Wage and Hour Cases*, Case No. JCCP 5259, Lead Case No. CIVSB2209126, San Bernardino County Superior Court (awarding $10,000 enhancement awards to each of fourteen (14) named plaintiffs); *Fidelina Rangel v. Forest River, Inc.*, Case No. CIVD1706616, San Bernardino County Superior Court, Hon. David Cohn, presiding (awarding $10,000 enhancement award to the named plaintiff); *Raul Camacho, et al. v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-00775372-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (awarding $10,000.00 enhancement awards to each of four (4) named plaintiffs ($40,000 total)); *Anthony Controulis, et al. v. Anheuser-Busch, LLC*, Case No. BC518518, Los Angeles County Superior Court (awarding $10,000 enhancement awards to each of two named plaintiffs); *Damontae Levinston, et al. v. Commerce Distribution Company LLC, et al.*, Case No. 22STCV05730, Los Angeles County Superior Court (awarding $10,000 enhancement awards to each of four named plaintiffs); *Torres Dawson, et al. v. Wonderful Pistachios and Almonds, LLC*, Kern County Superior Court, Case No. BCV-17-100848 (same); *Koreisz v. On Q Financial Inc.*, Ventura County Superior Court, Case No. 56-2018-00517126-CU-OE-VTA (same).

Thus, Plaintiff's request for a Service Payment of $10,000.00 is fair and justified as part of the Settlement, and should be finally approved.

///

V. **CONCLUSION**

For the reasons stated herein, Plaintiff respectfully requests that the Court grant Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement, Class Representative Service Payment, and Attorneys' Fees and Costs in its entirety, and enter the [Proposed] Judgment and Order, submitted herewith. Further, simultaneously with the filing of this Motion, Plaintiff has served copies of this motion and all documents in support hereof on the LWDA. *See* Moen Decl., ¶ 45, Exhibit 7 (LWDA Final Approval Motion Submission and Confirmation of Receipt); Proof of Service.

Dated: April 24, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________________
Matthew K. Moen
Attorneys for Plaintiff