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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SEMAJ GRAHAM as individual and on behalf of all others similarly situated, Plaintiff, vs. 4283929 DELAWARE LLC; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24STCV19351 **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT** Date: March 30, 2026 Time: 10:00 a.m. Dept.: 7 Action Filed: August 2, 2024 Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on a date March 30, 2026, at 10:00 a.m., or as soon thereafter as the matter may be heard, before the Honorable Samantha Jessner, judge presiding, in Department 7 of the above referenced Court located at 312 North Spring Street, Los Angeles, California 90012, Plaintiffs Semaj Graham and Darren Reveles (together, "Plaintiffs") will seek an Order:

(1) granting final approval of the Class Action and PAGA Settlement Agreement and Class Notice, as amended ("Settlement Agreement" or "Agreement") in this matter;

(2) approving distribution of the Net Settlement Amount to Participating Class Members pursuant to the terms of the Settlement Agreement;

(3) approving Plaintiffs' request for an award of attorneys' fees in the amount of one-third of the Gross Settlement Amount ($516,188.33) and reimbursement of actual litigation costs in the amount of $19,550.34, pursuant to the terms of the Settlement Agreement;

(4) approving Plaintiffs' request for a Class Representative Service Payment in the amount of $5,000 (collectively, $10,000)

(5) approving Plaintiffs' request for payment of the Settlement Administration Costs to Apex Class Action Administration in the amount of $10,990.00 pursuant to the terms of the Settlement Agreement;

(6) approving Plaintiffs' request for PAGA Penalties in the amount of $100,000 to be paid from the Gross Settlement Amount, with 65% ($65,000) paid to the Labor and Workforce Development Agency ("LWDA") and the remaining 35% ($35,000) paid to Aggrieved Employees, pursuant to the PAGA and the terms of the Settlement Agreement; and

(7) Entering final judgment as to all members of the Class in this action.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for court approval of the settlement of a purported class action and allows the Court to preliminarily certify a class for settlement purposes.

The basis for this Motion, filed without any opposition from Defendants 4283929 Delaware LLC dba West Coast Pet Memorial Services and Gateway Services Inc. (together, "Defendants"), is that the proposed settlement is fair, adequate, and reasonable and the procedures proposed by the parties are adequate to ensure the opportunity of Class Members to participate in, opt-out of, or object to the settlement.

This Motion will be based on the attached Memorandum of Points and Authorities and the supporting Declarations of Larry W. Lee, Kristen M. Agnew, Max W. Gavron, Roman Shkodnik, Plaintiff Semaj Graham, Plaintiff Darren Reveles, and Norma Ayala on behalf of Apex Class Action Administration, and upon the oral arguments of counsel (should there be any) and on the complete records and file herein.

DATED: March 6, 2026

DIVERSITY LAW GROUP, P.C.
D.LAW, INC.

By: ______________________
Max Gavron
Mason Doidge
Attorneys for Plaintiffs, the Class and Aggrieved Employees

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I. INTRODUCTION

This is a wage and hour class and representative Private Attorneys General Act ("PAGA") action. Plaintiffs Semaj Graham and Darren Reveles (together, the "Class Representatives" or "Plaintiffs") worked as non-exempt employees of Defendants 4283929 Delaware LLC dba West Coast Pet Memorial Services and Gateway Services Inc. (together, "Defendants"). As set forth in the operative Second Amended Class and Representative Action Complaint ("Second Amended Complaint" or "Operative Complaint"), Plaintiffs allege that Defendants: (1) failed to provide off-duty rest breaks, in violation of Labor Code § 226.7; (2) failed to provide off-duty meal breaks, in violation of Labor Code §§ 226.7 and 512; (3) failed to pay overtime wages at 1.5 times the regular rate of pay, in violation of Labor Code §§ 510 and 1194; (4) failed to provide accurate itemized wage statements, in violation of Labor Code § 226; (5) failed to reimburse work expenses, in violation of Labor Code § 2802; (6) failed to pay reporting time pay; (7) failed to pay vacation wages; (8) failed to comply with Labor Code §§ 245, *et seq*. and 246; (9) failed to keep required payroll records; (10) failed to produce requested employment records; (11) engaged in unfair business practices, in violation of Business and Professions Code § 17200, *et seq*.; and (12) violated the PAGA, Labor Code section 2698 *et seq.* As a result, Plaintiffs contend that Class Members and Aggrieved Employees are entitled to damages, penalties, attorneys' fees, and costs. Defendants deny each, every, and all of the allegations of the Operative Complaint.

Prior to the settlement of this action, Plaintiffs and Defendants (the "Parties") engaged in an extensive exchange of documents and information and a thorough study of the legal principles applicable to the claims asserted against Defendants. With the assistance of mediator Darren M. Cohen, the Parties were ultimately able to reach the current settlement. The terms of the settlement provide that Defendants shall pay the amount of $1,548,565.00. ***Significantly, the Gross Settlement Amount is non-reversionary, such that no monies will revert back to Defendants***. On average, each Participating Class Member will receive approximately $1,400.06, and each Aggrieved Employee will receive approximately $76.25.

The Parties believe that this amount is fair, adequate, and reasonable, especially given the risks and uncertainty of class certification and the merits of this case. Further, notice of the settlement was provided to the Class by Apex Class Action Administration in the manner approved by the Court. Not a single objection was received, and only two Requests for Exclusion from the settlement was submitted. Thus, there is a 99.69% participation rate. Therefore, the Parties respectfully request that the Court grant this Motion for Final Approval of Class Action Settlement.

II. THE PAYMENTS TO THE CLASS MEMBERS AND AGGRIEVED EMPLOYEES

The settlement requires Defendants to pay the gross amount of $1,548,565.00 ("Gross Settlement Amount"). The entire Gross Settlement Amount is non-reversionary, such that no monies will revert back to Defendants. There are 637 Participating Class Members. *See* Declaration of Norma Ayala on behalf of Apex Class Action Administration ("Apex") ("Admin Decl.") ¶ 14.

The Net Settlement Amount is estimated to be $. *See* Admin. Decl. ¶ 15. The Net Settlement Amount is based on the following:

Gross Settlement Amount	**$1,548,565.00**
Less Class Counsel Fees	($516,188.33)
Less Class Counsel Litigation Expenses	($19,550.34)
Less Class Representative Service Payments	($10,000.00)
Less PAGA Penalties	($100,000.00)
Less Administration Expenses Payment	($10,990.00)
	$891,836.33

See id.

Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount will be allocated to each Participating Class Member by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by each Participating Class Member's Workweeks. *See* Settlement Agreement ("SA") § 2.2.4. There are 637 Participating Class Members, with a collective total of 43,207 Workweeks at issue. *See* Admin Decl. ¶ 16. Each Workweek is valued at approximately $20.64. *See id*. Based on estimated settlement calculations at this time, the estimated average payment to each Participating Class Member will be $1,400.06, and the highest payment to a

Participating Class Member is estimated to be $5,490.51. *See id*. at ¶ 17.

The settlement allocates $100,000.00 of the Gross Settlement Amount toward penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 65%, or $65,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 35%, or $35,000.00, shall be paid to Aggrieved Employees who worked during the PAGA Period. *See* SA § 2.2.5. Aggrieved Employees will receive a proportionate share of the PAGA Penalties based on the number of pay periods the employee worked during the PAGA Period. *See id*. § 2.2.5.1. Based on the estimated calculations at this time, the average Individual PAGA Payment to each Aggrieved Employee is estimated to be $76.25 and the highest payment is estimated to be $148.34. *See* Admin. Decl. ¶ 19. All Aggrieved Employees will receive an Individual PAGA Payment. *See* SA § 1.35, 2.2.5.

III. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE SETTLEMENT

The notice procedures required by the Preliminary Approval Order have been followed and satisfy all due process rights of Class Members. The Preliminary Approval Order contemplated that the Class Notice, as approved in the Preliminary Approval Order, be sent to all Class Members by first class mail, as specified in the Settlement Agreement. The Preliminary Approval Order contemplated, further, that Apex Class Action Administration would serve as the Administrator.

As clearly stated in the Declaration of Norma Ayala, notice was provided to Class Members. On December 10, 2025, the Administrator received the Class Data from Defense Counsel, which contained employee names, last known mailing addresses, Social Security numbers, and number of pay periods worked during the Class Period and PAGA Period. *See* Admin. Decl. ¶ 5. The file included 639 individuals. *See id*.[1] On December 23, 2025, the

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[1] Based on the data exchanged in connection with mediation, the Parties estimated at the time of mediation on April 17, 2025, that the Class consisted of approximately 560 Class Members. The final class list provided to the Administrator, however, included 639 individuals. Despite this increase in the number of Class Members, the total workweeks at issue increased by only approximately 6.8%, from 40,470 to 43,207. *See* Admin. Decl. ¶ 16. The increase in class members does not materially impact the *Kullar* analysis provided by Plaintiffs in the Motion for Preliminary Approval because the analysis was primarily based on estimated violations per

Administrator mailed the Class Notice[2] to all 639 individuals on the mailing list via U.S. first class mail. *See id*. at ¶ 7. From the date of mailing, 61 Class Notices were returned to the Administrator due to an incorrect address. *See id.* at ¶ 8. The Administrator conducted a National Change of Address ("NCOA") search to correct and/or update the Class Member addresses and re-mailed the Class Notices to the updated addresses thereto. *See id*. As of the date of this filing, 18 Class Notices remain undeliverable. *See id*. at ¶ 10. Further, the Class Notice provided Class Members with the contact information for Class Counsel and the Administrator, where they could further seek information regarding the settlement, ask questions, and update their address. *See id*. at ¶ 7, Ex. A.

The provision of sending the notice to Class Members as described above meets the requirements for the "best notice practicable" in this case as necessary to protect the due process rights of class members. *See, Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985) (provision of "best notice practicable" with description of the litigation and explanation of opt-out rights satisfies due process); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974) (individual notice must be sent to class members who can be identified through reasonable means); *Mullane v. Central Hanover Bank & Trust Co*., 339 U.S. 306, 314 (1950) (best practicable notice is that which is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections"). As such, proper notice has been given to the Class Members. Thus, the Court may proceed to determine the fairness and adequacy of the settlement and enter its Order granting final approval, secure in the knowledge that all absent Class Members have been given the opportunity to participate fully in the claims, exclusion, and the approval process.

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workweek. The workweek count increased nominally and was within the buffer contemplated—and protected—by the escalator clause. Gavron Decl. ¶ 6.

[2] Prior to mailing the Class Notice, counsel for the Parties noticed that the Class Notice did not explicitly define the "Released Parties." Accordingly, the Parties included that definition in the notice distributed to the Class. *See* Gavron Decl. ¶ 6; Admin Decl., Ex. A, ¶ 3.9 (pg. 4 of Notice defining "Released Parties").

IV. <u>THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL</u>

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

As explained by the Court of Appeal in *Kullar v. Foot Locker Retail, Inc*., a class action settlement should be approved when the plaintiff has conducted sufficient discovery, and the settlement is reasonable in light of the strengths of the plaintiff's claims. 168 Cal. App. 4th 116, 130, 133 (2008). As discussed in the Motion for Preliminary Approval, Class Counsel have conducted extensive informal discovery and investigation and, in light of the strength and weaknesses of Plaintiffs' claims, Class Counsel submits that this settlement is fair pursuant to *Kullar*.

Without reiterating the Parties' showing that the Settlement Agreement and the negotiation process that led up to it was fair and adequate, as set forth in detail in the Motion for Preliminary Approval, the Parties highlight the following facts. The Settlement Agreement was the product of negotiation between highly able and experienced attorneys on both sides. *See* Declaration of Max W. Gavron ("Gavron Decl.") ¶¶ 7-13; Declaration of Larry W. Lee ("Lee Decl.") ¶¶ 4-6; Declaration of Kristen M. Agnew ("Agnew Decl.") ¶¶ 3-10; Declaration of Roman Shkodnik ("Shkodnik Decl.") ¶ 2. In addition, the resolution of this case was reached with the assistance of an experienced mediator and only after the production of data relevant to the potential value of the class and PAGA claims. *See* Gavron Decl. ¶¶ 3-5. Defendants produced time and payroll data, and information regarding the number of putative class members, pay periods, workweeks, and various information regarding the types of remuneration offered to employees. *See id.* at ¶ 3. Defendants also produced employee handbooks, which included various wage and hour policies, such as meal/rest period policies, reimbursement policies, vacation policies, etc. *See id.* Using the data provided by Defendants, Class Counsel performed a comprehensive damages analysis. *See id*. Class Counsel estimated that the total amount of class and PAGA penalties ranges between $7.7 million, on the high end, to $4.7 million, on the lower end. *See id*. ¶ 6. Thus, in the present case, Class Counsel estimates that the Gross Settlement Amount represents approximately 20.1% to

32.9% of the maximum class and PAGA penalties. *See id*.

The reaction of the Class following dissemination of the Notice strongly supports final approval. No Class Member has objected to the Settlement, no disputes were submitted, and the participation rate is 99.69%. *See* Admin. Decl. ¶¶ 12-14. Courts routinely recognize that such a positive class response weighs heavily in favor of approval. *See In re Omnivision Techs., Inc.*, 559 F.Supp.2d 1036, 1043 (N.D. Cal. 2008) ("[T]he absence of a large number of objections to a proposed class action settlement raises a strong presumption that" the settlement is favorable to class members"); *Churchill Vill. LLC v. Gen. Elec*., 361 F.3d 566, 577 (9th Cir. 2004) (approving settlement with 45 objections and 500 opt-outs from a 90,000-person class, representing .05% and .56% of the class, respectively); *Dyer v. Wells Fargo Bank, N.A*., 303 F.R.D. 326, 332 (N.D. Cal. 2014) (strong support from class in favor of approving settlement where only three of 8,695 class members opted out); *Chun-Hoon v. McKee Foods Corp*., 716 F.Supp.2d 848, 852 (N.D. Cal., 2010) (where 16 of 329 class members opted out, court found that positive class reaction "strongly supports settlement*")*. Here, the absence of any objections and the submission of only two Requests for Exclusion indicate that Class Members themselves view the settlement as fair, adequate, and reasonable.

B. Standard of Review

California Code of Civil Procedure Section 382 and California Rules of Court, rule 3.769 requires that any compromise of a class action must receive Court approval. In exercising this responsibility, the Court has broad discretion to grant such approval and should do so where the proposed settlement is "fair, adequate, reasonable, and free of collusion." *Amaro v. Anaheim Arena Management, LLC*, 69 Cal.App.5th 521, 546 (2021); *Clark v. American Residential Services LLC*, 175 Cal.App.4th 785, 799 (2009); *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 244 (2001).[3] The fairness, reasonableness, and adequacy of any class action settlement depends on multiple factors, including: (1) the strength of the plaintiffs' case; (2) the risks, expense,

[3] On order granting final approval of a class action settlement is reviewed only for clear abuse of discretion, underscoring the deference afforded to the trial court's reasoned judgment. *Dunk*, 48 Cal.App.4th at p. 1801.

complexity, and likely duration of further litigation; (3) the risk of maintaining class certification through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; and (7) the reaction of class members to the proposed settlement. *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); *Kullar v. Foot Locker Retail, Inc*., 168 Cal.App.4th 116, 128 (2008). Here, as set forth in the Motion for Preliminary Approval and discussed below, each of these factors weighs in favor of final approval. The Settlement was reached only after substantial investigation and with the assistance of a mediator, reflects a careful assessment of litigation risks and potential recovery, and provides meaningful relief to the Class.

Although the Court's discretion in approving a class action settlement is broad, its role is necessarily limited. Appellate Courts have repeatedly cautioned that approval of a class settlement does not permit—nor require—the Court to adjudicate the underlying merits of the dispute. *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal.App.4th 1135, 1146 (2000) ("It cannot be overemphasized that neither the trial court in approving the settlement nor this Court in reviewing that approval have the right or duty to reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute"); *Clark*, 175 Cal.App.4th at 803 (trial court "need not reach any 'ultimate' or 'dispositive' conclusions on legal or factual issues"). Instead, the Court is charged with determining whether the settlement is free from fraud, overreaching, or collusion, and whether the agreement, viewed as a whole, is fair, reasonable, and adequate to all concerned. *Wershba*, 91 Cal.App.4th at 246. In making this determination, the Court should afford appropriate deference to what is, at bottom, a private, consensual resolution negotiated by the parties and their counsel. *Amaro*, 69 Cal.App.5th at 534; *Hanlon v. Chrysler Corp*., 150 F.3d 1011, 1027 (9th Cir. 1998)**Error! Bookmark not defined.**.

California courts also recognize a strong public policy favoring the voluntary settlement of class actions, particularly where, as here, the litigation is complex, costly, and protracted. *Dunk*, 48 Cal.App.4th at 1801. This policy reflects the practical reality that compromise, rather than continued litigation, often provides the most efficient and certain means of delivering relief to class members. *See Wershba*, 91 Cal.App.4th at 244.

C. The Settlement is Presumed to Be Fair

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

> [A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.

Dunk, 48 Cal. App. 4th at 1802; *accord*, *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980); *In re Wash. Pub Power Supply*, 720 F. Supp. 1379, 1387 (D. Ariz. 1989).

The settlement in the case at bar warrants approval and carries a presumption of fairness. As previously noted in the application for Preliminary Approval, this current settlement was negotiated at arm's-length after a full day of mediation with mediator Darren M. Cohen. Gavron Decl. ¶¶ 2-5. Additionally, Class Counsel engaged in informal discovery before mediation, including reviewing and analyzing the production of class data, and information pertaining to Defendants' payroll policies and practices. *See id*. at ¶ 3. The exchange of information allowed Class Counsel to conduct a full analysis of exposure. *See id*.

Further, Class Counsel are highly experienced in this type of litigation. As shown in the supporting declarations, Class Counsel possess significant experience in class actions and employment wage and hour matters. *See* Gavron Decl. ¶¶ 7-13; Lee Decl. ¶¶ 4-6; Agnew Decl. ¶¶ 3-10; Shkodnik Decl. ¶¶ 7-14.

D. Two-Way Costs and Other Risks Inherent in Continued Litigation Favor Final Approval

To assess the fairness, adequacy, and reasonableness of a class action settlement, the court also should weigh the immediacy and certainty of substantial settlement proceeds against the risks inherent in continued litigation. *See also In re General Motors Corp*., 55 F.3d 768, 806 (3d Cir. 1995) ("present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing, should be compared with the amount of the proposed settlement") (internal citations omitted); *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975); *Boyd* *v. Bechtel Corp*., 485 F. Supp. 610, 616-17 (N.D. Cal. 1979).

If Plaintiffs pursued this case without settlement and failed to prevail, Plaintiffs would have been potentially responsible for Defendants' costs. As such, if other employees of Defendants brought individual claims on the same causes of action, they would each face the uncertainty of prevailing and the possibility of paying costs to Defendants. Accordingly, such claims likely would not be brought by many of these individuals – thus, this lawsuit achieves a true benefit for the Class that they might not otherwise get or seek as individuals. Here, given that a fair and reasonable settlement has been reached, neither Plaintiffs nor any Class Members will be required to pay Defendants' litigation costs.

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

The Settlement Agreement also affords the Class prompt, fair relief while avoiding significant legal and factual battles that otherwise may have prevented the Class from obtaining any recovery at all. While Class Counsel believe the Class Members' claims are meritorious and can be successfully litigated, they are experienced and fully understand the inherent risks and uncertainty involved with such matters as the resolution of class certification, the outcome of a potential trial, and the outcome of any appeals that would inevitably follow should the Class prevail at trial. Class Counsel have also assessed the same risks in connection with the current settlement. Because the settlement provides immediate and substantial relief, without the attendant risks and delay of continued litigation – not to mention the threat of litigation fees and costs – Class Counsel believe that the settlement warrants the Court's final approval.

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

"Difficulties and risks in litigating weigh in favor of approving a class settlement." *Dyer v. Wells Fargo Bank, N.A*., 303 F.R.D. 326, 331 (N.D. Cal. 2014) (citation omitted); *Chun-Hoon v. McKee Foods Corp*., 716 F.Supp.2d 848, 851 (N.D. Cal., 2010); *Hanlon*, 150 F.3d at 1026. As demonstrated herein, continued litigation carried several risks, including the possibility of non-certification on one or more of the theories alleged in the Operative Complaint. On the other hand, the settlement that was reached provides to all Class Members – regardless of their means – fair relief in a prompt and efficient manner. Were the Court to deny final approval, Class Members would be left without a remedy as a practical matter and courts across the State would have to address the issues presented here in a piecemeal, costly, and time-consuming manner. The settlement in this case is therefore consistent with the "overriding public interest in settling and quieting litigation" that is "particularly true in class action suits." *See Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976) (footnote omitted); *see also 4 Newberg* § 11.41. Here, this case has already involved years of litigation.

F. The Settlement Effectuates PAGA's Objectives

The court's focus in evaluating the fairness of a PAGA settlement is not the amount that aggrieved employees will ultimately receive as a result of a settlement. Instead, "a trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate *in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws*." *See Moniz v. Adecco USA, Inc*., 72 Cal. App. 5th 56, 77 (2021) (emphasis added); *see also Kang v. Wells Fargo Bank, N.A*., 2021 WL 5826230, at *15 (N.D. Cal., 2021) (evaluating a PAGA settlement under the standard of whether the settlement terms "are fundamentally fair, reasonable, and adequate in view of PAGA's public policy goals"); *Rendon v. Infinity Fasteners, Inc*., 2023 WL 2918678, at *3 (E.D. Cal., 2023) ("Courts have approved PAGA settlements upon a showing that: (1) the settlement terms meet the PAGA statutory requirements and (2) are fundamentally fair, reasonable, and adequate in view of the PAGA's policy objectives").

Here, the Settlement provides meaningful relief to the State and Aggrieved Employees by allocating a significant portion of the recovery to civil penalties, ensuring that the LWDA receives its statutory share and that aggrieved employees receive penalty payments tied to their work during the PAGA Period. This structure serves PAGA's public-enforcement purpose by providing a concrete monetary remedy for the alleged violations while avoiding the delay and uncertainty of continued litigation.

Furthermore, the seven-figure Gross Settlement Amount also advances PAGA's deterrent function by imposing substantial financial consequences for the alleged Labor Code violations—consequences that incentivize future compliance by Defendants and similarly situated employers. *See O'Connor v. Uber Technologies, Inc*., 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016) ("If the settlement for the Rule 23 class is robust, the purposes of PAGA may be concurrently fulfilled. By providing fair compensation to the class members as employees and substantial monetary relief, a settlement not only vindicates the rights of the class members as employees but may have a deterrent effect upon the defendant employer and other employers, an objective of PAGA").

G. The Opinion of Experienced Counsel Favors Final Approval

Class Counsel supports the settlement as fair, reasonable, and adequate, and in the best interest of the Class Members as a whole. *See* Gavron Decl. ¶ 2; Lee Decl. ¶ 2; Agnew Decl. ¶2; Shkodnik Decl. ¶¶ 2. Similarly, counsel for Defendants are in favor of this settlement. The endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight by the Court in its final approval determination. *See Officers for Justice v. Civil Service Com'n of City and County of San Francisco*, 688 F.2d 615, 625 (9th cir. 1982); *Ellis*, 87 F.R.D. at 18; *Boyd*, 485 F. Supp. at 617; *Linney v. Cellular Alaska Partnership*, 151 F.3d 1234, 1242 (9th cir. 1998).

V. THE PROPOSED PROCEDURE FOR UNCASHED SETLEMENT CHECKS SHOULD BE APPROVED

As referenced in the Motion for Preliminary Approval, to the extent any uncashed settlement funds remain after 180 days of the mailing of the Individual Class Payment and/or Individual PAGA Payment checks, the Parties have agreed that all such uncashed settlement funds shall be remitted to the State Controller's Office – Unclaimed Property Fund, to be held in the name of the Participating Class Members and/or Aggrieved Employees who did not cash their checks. *See* SA § 3.4.3.

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VI. FINAL CLASS CERTIFICATION OF THE CLASS IS APPROPRIATE

To be certified, a settlement class must meet the following criteria: (1) the individuals in the settlement class are so numerous that joinder would be impractical; (2) there is a commonality of interest between the plaintiff and the members of the settlement class; (3) plaintiff's claims are typical of the claims of the settlement class members; and (4) plaintiff and their counsel will fully and adequately represent the interests of the settlement class members. Code of Civ. Proc. § 382; *see also Hendershot v. Ready to Roll Transportation, Inc*., 228 Cal.App.4th 1213, 1221 (2014). In preliminarily approving the proposed Settlement, the Court found each of these criteria to be satisfied. Insofar, as nothing has changed with respect to the Class definition or its suitability for certification, the Court should grant final class certification of the Class.

VII. THE REQUESTED SERVICE PAYMENTS SHOULD BE APPROVED

Plaintiffs each request a Class Representative Service Payment in the amount of $5,000.00. Plaintiffs provided invaluable information, evidence, and documents that resulted in this settlement. They each had numerous discussions regarding the lawsuit with Class Counsel, searched for and provided substantive documents and information regarding Defendants' policies and practices at issue in this case, and reviewed pleadings and other documents in this case. *See* Declaration of Semaj Graham in Support of Plaintiff's Motion for Preliminary Approval ("Graham Decl.") ¶ 13; Declaration of Darren Reveles in Support of Plaintiff's Motion for Preliminary Approval ("Reveles Decl.") ¶ 14.

In addition to the invaluable services that they provided, Plaintiffs also took significant risks, both professionally and monetarily, in acting as class representatives and seeking benefits on behalf of the Class. *See* Graham Decl. ¶ 12, 14, 15; Reveles Decl. ¶ 13, 15, 16. Because the claims alleged by Plaintiffs involved the payment of costs to the prevailing party, Plaintiffs could have possibly faced paying the costs of Defendants, had they not prevailed in this action. Despite these risks, however, Plaintiffs agreed to pursue this case on behalf of the Class.

Also, given that future employers are much less likely to hire individuals who have filed employment-related lawsuits, particularly cases of this nature, Plaintiffs also faced significant risks in not being able to find suitable employment and/or face retaliation from prospective employers as a result of filing this case against Defendants. They took these risks upon themselves to the benefit of the Class. *See* Graham Decl. ¶ 14; Reveles Decl. ¶ 16. Class Members did not have to file individual lawsuits and bear the risks of payment of costs if they did not prevail, nor did they have to face the potential for retaliation and not getting future employment had they filed a lawsuit which is a public record. These are significant benefits that weigh in favor of granting the requested enhancement. As such, the Class Representative Service Awards should be awarded to Plaintiffs for their commitment, dedication, and risks taken for this litigation.

Courts have routinely granted approval of settlements containing such enhancements. *See Carter v. XPO Logistics, Inc*., 2019 WL 5295125, at *4 (N.D. Cal. Oct. 18, 2019) (approving awards of $20,000 each for five named plaintiffs); *Taylor v. FedEx Freight, Inc*., 2016 WL 6038949, at *8 (E.D. Cal. Oct. 13, 2016) (approving a $15,000 service payment); *Glass v. UBS Fin. Servs*., No. C-06-4068, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27, 2007) (awarding $25,000 Incentive award in FLSA overtime wages class action).

VIII. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED

A. The Court Should Award Fees Based on the Percentage of the Recovery.

Class Counsel seeks a Class Counsel Fees Payment calculated at approximately one-third of the Gross Settlement Amount, or $516,188.33, for the successful prosecution and resolution of this action. California state and federal courts have recognized that an appropriate method for determining award of attorneys' fees is based on a percentage of the total value of benefits to class members by the settlement. *Wershba*, 91 Cal.App.4th at 254; *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) [*Serrano III*]; *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("A litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole"); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1997). The purpose of this doctrine is largely to avoid unjust enrichment, by spreading the litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone. It provides that when a litigant's efforts create or preserve a fund from which others derive benefits, the litigant may require the passive beneficiaries to compensate those who created the fund. *Vincent*, 557 F.2d at 769.[4]

Under California law, the award of attorneys' fees in common fund wage and hour class action settlements is proper under the percentage method. In *Laffitte v. Robert Half Int'l*, the California Supreme Court clarified its stance on common fund cases, ruling:

> We join the overwhelming majority of federal and state courts in holding that when class action litigation established a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.

1 Cal.5th 480, 503 (2016). Explaining its ruling, the Court further held that "[t]he 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 litigation—convince us the percentage method is a valuable tool that should not be denied by our trial courts." *Id*. (internal citations omitted); *see also Vizcaino v. Microsoft Corp*., 290 F.3d 1043, 1047 (9th Cir. 2002).

Based on this rationale, the California Supreme Court in *Laffite* affirmed a fee award representing one-third of the fund and rejected the objections of putative class members to this award. *Laffitte*, 1 Cal.5th at 506. Further, this was based on a lodestar amount that required a multiplier of 2.13. *Id*. at 487. As the Court held, only when the multiplier is "extraordinarily high or low [should] the trial court [] consider whether the percentage method should be adjusted so as to bring the imputed multiplier within a justifiable range." *Id*. at 505. Moreover, in the *Laffitte* intermediate court decision, the court observed that "33 1/3 percent of the common fund is consistent with, and in the range of, awards in other class action lawsuits." *Laffitte v. Robert Half*

[4] Seeking a fee based on a percentage of the gross recovery, which is what Class Counsel is seeking here, is appropriate and even desirable in cases like this. *See* Newberg on Class Actions § 14.6 (4th ed. 2002) (noting that percentage of the fund awards are preferable because they align the interests of the attorney with the client, as the attorney is not incentivized to bill unnecessary hours to generate a greater fee).

Int'l., Inc., 231 Cal.App.4th 860, 871 (2014).

Here, the requested Class Counsel Fees Payment of one-third of the Gross Settlement Amount reflects the prevailing market rate in complex contingency litigation and falls within the range commonly approved in class action litigation. *See Amaro*, 69 Cal.App.5th at ("Fee awards in class actions average around one-third of the recovery regardless of whether the percentage method or the lodestar method is used"); *Chavez v. Netflix, Inc*., 162 Cal.App.4th 43, 66 (2008) ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery"); *Martin v. AmeriPride Servs*., 2011 U.S. Dist. LEXIS 61796, 23 (S.D. Cal. 2011) (recognizing that "courts may award attorney's fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under $10 million").

The requested fee award is further justified by the substantial risks inherent in this litigation. Courts have long recognized that contingency representation warrants compensation reflecting the risk of nonpayment. As the Second Circuit observed in *City of Detroit v. Grinnell Corp.*:

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

495 F.2d 448, 470 (2d Cir. 1974); *Vizcaino*, 290 F.3d at 1048 ("Risk is a relevant circumstance" in calculating fee award in common fund case); *In re Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1046–47 (N.D.Cal.,2008) ("The risk that further litigation might result in Plaintiffs not recovering at all, particularly a case involving complicated legal issues, is a significant factor in the award of fees"); *Maciel v. M.A.C. Cosmetics Inc*., 2026 WL 125682, at *4 (N.D.Cal., 2026) ("Courts should not only consider the recovery obtained for the class, but also the risks taken by class counsel in pursuing litigation").

Here, Class Counsel undertook this matter on a purely contingent basis and advanced significant time and resources with no guarantee of payment. *See* Lee Decl. ¶ 3; Shkodnik Decl.

¶¶ 15-16. The case presented substantial risks, including certification challenges, complex damages issues, exposure to summary adjudication, and the prospect of protracted litigation against represented corporate defendants. The requested fee appropriately reflects those risks.

The reaction of the Class likewise supports the reasonableness of the fee. Courts recognize that class response to fee notice, while not dispositive, is a relevant consideration in approximating the market rate for attorneys' fees. *Swedish Hospital v. Shalala*, 1 F.3d 1261, 1269, 1272 (D.C. Cir. 1993). The Notice expressly advised Class Members that Class Counsel would seek $516,188.33 in fees. No Class Member has objected. The absence of objection strongly supports the conclusion that the requested fee is fair and consistent with market expectations.

B. The Lodestar Calculation "Cross-Check"

It has been noted that it is sometimes helpful to courts to "cross-check" a percentage award by employing a lodestar with a multiplier analysis. However, the *Laffitte* Court "emphasize[d] [that] the lodestar calculation, when used in this manner, does not override the trial court's primary determination of the fee as a percentage of the common fund and thus does not impose an absolute maximum or minimum on the potential fee award." 1 Cal.5th at 505. Indeed, "if the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." *Id*. Thus, a lodestar cross-check is aimed at astronomical multipliers.

The declarations of Class Counsel evidence that Class Counsel anticipates expending approximately 410.50 hours litigating this matter through final administration, including the time reasonably expected to complete settlement implementation, address post-approval issues, and resolve any settlement issues that may arise. *See* Gavron Decl. ¶ 15, Ex. A; Lee Decl. ¶ 7, Ex. A; Agnew Decl. ¶ 11, Ex. A; Shkodnik Decl. ¶ 17, Exs. A, B, C.[5] Class Counsel requests an hourly

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[5] Under California law, counsel are entitled to compensation for all hours reasonably spent on the matter. *Ketchum vs. Moses*, 24 Cal.4th 1122, 1133 (2001). Reasonableness of hours is assessed by "the entire course of the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself…." *Vo v. Las Virgenes Municipal Water Dist*., 79 Cal.App.4th 440, 447 (2000).

rate ranging from $475 to $900 per hour. *See* Gavron Decl. ¶¶ 16, 17; Lee Decl. ¶ 8; Agnew Decl. ¶ 12; Shkodnik Decl. ¶ 17. Applying Class Counsel's requested hourly rates, a lodestar of $298,410.00 is established for the amount of work spent through final approval. *See* Gavron Decl. ¶ 17; Lee Decl. ¶ 8; Agnew Decl. ¶ 12; Shkodnik Decl. ¶ 17.

The hourly rate employed by Class Counsel is reasonable. Class Counsel are entitled to the hourly rates charged by attorneys of comparable experience, reputation, and ability for similar litigation. *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000); *Flannery v. California Highway Patrol*, 61 Cal.App.4th 629, 632-33 (1988). The background and experience of Class Counsel are fully set forth in the declarations filed in support of this motion. As discussed in their supporting declarations, Class Counsel are a group of well-experienced litigators, including class action litigation. *See* Gavron Decl. ¶ 7-13; Lee Decl. ¶ 4-6; Agnew Decl. ¶¶ 3-10; Shkodnik Decl. ¶¶ 7-14.

Once the Court establishes the lodestar amount, it may enhance the fee award by a multiplier in order to make an appropriate fee award. *Serrano III*, 20 Cal.3d at 48. The pertinent factors include the difficulty of the questions involved and the skill in presenting them, the contingent nature of the fee award, the extent to which the litigation precluded other employment, and the percentage-of-the-fund the attorney would have received on the fair market. *Id*.; *Lealao v. Beneficial California, Inc.*, 82 Cal.App.4th 19, 49 (2000). However, this list is not exhaustive and the court can consider other factors it deems important in setting the multiplier. *Ketchum v. Moses*, 24 Cal.4th 1122, 1139 (2001).

Lealao contains several factors justifying an enhancement based on the percentage-of-the-benefit; namely, no objections by class members, commendable conduct by counsel, and significant recoveries by class members, all of which were previously detailed above. *Lealao*, 82 Cal. App. 4th at 51-53. As in *Lealao*, the Class was notified of the settlement and attorneys' fee with no objections. The extreme effort undertaken by counsel, as shown by their hours and the significantly high number of claims being paid out, shows commendable conduct.

The multiplier should be enhanced because of the contingent nature of counsel's fee recovery. The risks in taking on a class action case are enormous, not the least of which is time and effort. As this Court very well knows, not only do these cases require substantial work, but there exist significant risks.

Based upon Class Counsel's lodestar of $298,410.00, Class Counsel request for a multiplier of 1.729 ($516,188.33 ÷$298,410.00) is reasonable and fair, particularly based on the factors described above. Indeed, Courts have defined reasonable multipliers on a lodestar cross-check to "range from 2 to 4 or even higher." *Wershba*, 91 Cal.App.4th at 255; *see also*, *e.g.*, *Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (applying a 2.52 multiplier on a cross-check in an antitrust class action); *Chavez*, 162 Cal.App.4th at 60 (applying a 2.5 multiplier on a lodestar cross-check); *Vizcaino*, 290 F.3d at 1051(citing with approval a comprehensive study of fees awarded by the percentage method showing that the majority of multipliers awarded are "in the 1.5-3.0" range); *Willner v. Manpower Inc*., 2015 WL 3863625, at *7 (N.D. Cal. June 22, 2015) (affirming a 2.10 multiplier on settlement of California Labor Code violations); *Dyer v. Wells Fargo Bank, N.A*., 303 F.R.D. 326, 334(N.D. Cal. 2014) (approving attorneys' fees that resulted in lodestar multiplier of 2.83); *Hopkins v. Stryker Sales Corp*., 2013 WL 496358, at *5 (N.D. Cal. Feb. 6, 2013) (approving a multiplier of 2.76 in settlement of Labor Code violations); *Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113, 1125-26 (C.D. Cal. 2008) (approving a 5.2 multiplier on a cross-check after surveying a large body of cases affirming a higher multiplier); *Boyd v. Bank of Am. Corp*., 2014 U.S. Dist. LEXIS 162880 (C.D. Cal. Nov. 18, 2014) (awarding 33% of the common fund, based on a multiplier of 2.58, in a wage and hour class action settlement).

As such, the requested Class Counsel Fees Payment is fair and reasonable, and should be awarded in its entirety. Class Counsel risked not only a great deal of time, but also a great deal of expense to ensure the successful litigation of this action on behalf of all Class Members. For these reasons, Class Counsel's request for Class Counsel Fees Payment in the amount of $516,188.33 should be approved as fair, reasonable, and adequate.[6]

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[6] Pursuant to Section 2.2.2 of the Settlement Agreement, the attorneys' fee award will be divided between D.Law, Inc. and Diversity Law Group, P.C. with 55% to D.Law and 45% to Diversity Law Group.

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

The Class Litigation Expenses Payment in the amount of $19,550.34 is fair and reasonable, especially in light of the fact that the Parties agreed that Class Counsel may seek up to $50,000.00 as reimbursement for litigation costs under the Settlement Agreement. As set forth in Class Counsel's declaration, the costs were all directly incurred in the prosecution of this action, including but not limited to, filing fees, service of process costs, mediation fees, and other litigation costs. *See* Gavron Decl. ¶ 18, Ex. B; Shkodnik Decl. ¶ 18, Ex. E. As such, the requested costs should be approved as fair and reasonable.

X. THE ADMINISTRATION EXPENSES PAYMENT SHOULD BE APPROVED

Pursuant to the terms of the Settlement Agreement, the fees and costs of the Administrator, Apex Class Action Administration, are to be paid out of the class settlement funds. As shown on the Declaration of Norma Ayala, the settlement administration costs expended in this matter amount to a total of $10,990.00, which is the amount that was agreed upon by the Parties. Admin. Decl. ¶ 20, Ex. B. For such reasons, it is requested that the Administrator's fees be approved.

XI. NOTICE TO THE LWDA

On March 6, 2026, Class Counsel uploaded the Court's Order Granting Preliminary Approval to the LWDA's website. *See* Gavron Decl. ¶ 19, Ex. C. Concurrent with the filing of this Motion, Class Counsel provided notice to the LWDA. *See* Gavron Decl. ¶ 20, Ex. D.

XII. CONCLUSION

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

Accordingly, Plaintiffs respectfully request that the Court enter an Order in the form proposed and submitted:

1. Granting final approval of the Class Action and PAGA Settlement Agreement and Class Notice in this matter;

2. Approving distribution of the settlement funds to Class Members pursuant to the

terms of the Settlement Agreement;

3. Approving Plaintiffs' request for an award of the Class Counsel Fees Payment in the amount of one-third of the Gross Settlement Amount ($516,188.33) and reimbursement of actual litigation costs in the amount of $19,550.34, pursuant to the terms of the Settlement Agreement;

4. Approving Plaintiffs' request for payment of the Administration Expenses Payment to Apex Class Action Administration in the amount of $10,990.00 pursuant to the terms of the Settlement Agreement;

5. Approving Plaintiffs' request for PAGA Penalties in the amount of $100,000 to be paid from the Gross Settlement Amount, with 65% ($65,000) paid to the Labor and Workforce Development Agency ("LWDA") and the remaining 35% ($35,000) paid to Aggrieved Employees, pursuant to the PAGA and the terms of the Settlement Agreement; and

6. Entering final Judgment in the form proposed and submitted as to all members of the Class in this action.

DATED: March 6, 2026

DIVERSITY LAW GROUP, P.C.
D.LAW, INC.

By:______________________________

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