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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

STEVEN PORTER, ANDRE STOKES, TODD GASSER, CURTIS BALDWIN, ROBB LEWIS, ANTONIO REYES, and BERNARDO ROMERO, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiff, vs. JOHN CHRISTNER TRUCKING, LLC, an Oklahoma Limited Liability Company; HIRSCHBACH, INC., an Indiana Corporation; HIRSCHBACH MOTOR LINES, INC., an Iowa Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: CVRI2406864 *[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]* **PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** *Filed Concurrently with Declarations in Support Thereof and [Proposed] Final Order and Judgment* Hearing Date: August 4, 2026 Time: 8:30 a.m. Dept.: 1

TO THE HONORABLE COURT AND TO ALL PARTIES AND COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on August 4, 2026, at 8:30 a.m., or as soon thereafter as this matter may be heard by the Honorable Harold Hopp in Department 1 of the Riverside County Superior Court located at 4050 Main Street, Riverside, CA 92501, Plaintiffs Steven Porter, Andre Stokes, Todd Gasser, Curtis Baldwin, Robb Lewis, Antonio Reyes, and Bernardo

Romero ("Plaintiffs") respectfully move this Court for an Order granting final approval of the class action settlement between Plaintiffs and Defendants John Christner Trucking, LLC, Hirschbach, Inc., Hirschbach Motor Lines, Inc. ("Defendants"), which was preliminarily approved by the Court. This Motion, which is unopposed by Defendants, seeks final approval and entry of judgment of a $1,200,000 settlement on behalf of 353 Participating Class Members. Specifically, Plaintiffs will and hereby do move the Court to grant final approval of the Class Action and PAGA Settlement Agreement (the "Settlement Agreement"), and enter the proposed order and final judgment filed concurrently herewith:

1. Finally certifying the Class, as defined in the Settlement Agreement and the Court's Order Granting Preliminary Approval of the Settlement;

2. Finally appointing Plaintiffs as Class Representatives for purposes of settlement;

3. Finally appointing Brian Mankin and Peter Carlson of Lauby Mankin Lauby LLP as Class Counsel for purposes of settlement;

4. Finding that the Class Notice Packet was properly provided to the Class in accordance with the Court's Order granting Preliminary Approval;

5. Finally approving the settlement as fair, adequate, and reasonable, based upon the terms set forth in the Settlement Agreement;

6. Binding Participating Class Members, Plaintiffs, and the State of California to the terms of the Settlement Agreement, including the Released Class and PAGA Claims therein; and

7. Retaining jurisdiction to enforce the Settlement Agreement.

This Motion will be based upon this notice; the attached memorandum of points and authorities; the Declarations of the Settlement Administrator (Jennifer Forst of CPT Group), Class Counsel (Brian Mankin and Peter Carlson) and Plaintiffs filed concurrently herewith; the records and files in this action; and any other further evidence or argument that the Court may receive at or before the hearing.

Dated: July 13, 2026

LAUBY, MANKIN & LAUBY LLP

BY: ______________________

Brian J. Mankin, Esq.
Attorneys for Plaintiffs and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF ARGUMENT AND ESSENTIAL POINTS

Pursuant to California Rules of Court, Rule 3.769 (d) and (e), Plaintiffs Steven Porter, Andre Stokes, Todd Gasser, Curtis Baldwin, Robb Lewis, Antonio Reyes, and Bernardo Romero ("Plaintiffs") respectfully request that this Court grant final approval of the Class Action and PAGA Settlement Agreement (the "Settlement Agreement" or "S.A.") on file in this action, which is supported and unopposed by Defendants John Christner Trucking, LLC, Hirschbach, Inc., Hirschbach Motor Lines, Inc. ("Defendants"), and enter the proposed order and final judgment in this matter.

There are several essential reasons why this settlement should be approved, and judgment entered accordingly, as follows:

- After considerable work in litigation, along with substantial exchange of information via discovery and informal exchange prior to mediation, the Parties reached a $1,200,000 settlement on behalf of 355 Class Members;
- The Class Members were deemed to participate in the Settlement and were not required to submit a claim form to receive funds;
- There is no reversion to Defendant; and
- There were zero objections and two Requests for Exclusion, meaning 99.43% of the Class is participating in the Settlement.[1]

Thus, in accordance with the analysis and law set forth herein, as well as in the preliminary approval motion, the Settlement should be approved, and judgment entered based on the determination that the Settlement is fair, reasonable, adequate, and in the best interests of the Class. (Declaration of Class Counsel, Brian J. Mankin ["Mankin Decl."] ¶¶ 13, 34).

II. SUMMARY OF THE SETTLEMENT

Plaintiffs and the Class Members are commercial truck drivers for Defendants, and given the nature of Defendants' business, the Class is defined to include "all members of the

[1] As noted in the Declaration of Jennifer Forst of CPT Group ("Forst Decl."), there was a third Request for Exclusion submitted, but the Class Member communicated to CPT that it was submitted by mistake, and the Class Member did not want to opt-out. (Forst Decl. ¶ 13).

Contractor Subclass and the Employee Subclass." (S.A. ¶ I(3)). The "Contractor Subclass" refers to truck drivers who were classified as independent contractor and is defined to include "all current and former California resident truck drivers who, on behalf of themselves or a business, entered into a written contract to provide equipment and delivery services as independent contracts for any of the Defendants, and performed services for any of the Defendants in the State of California at any time during the Contractor Subclass Period", which is September 30, 2020, through March 12, 2026. (S.A. ¶¶ I(10, 11)). The "Employee Subclass" refers to truck drivers who were classified as employees of Defendants and is defined to include "all current and former California resident truck drivers employed by any of the Defendants who drove in California at any time during the Employee Subclass Period", which is March 11, 2020, through March 12, 2026. (S.A. ¶¶ I(16, 17)).

The primary claims (which Defendants vehemently disputed) involved allegations that Defendants failed to pay the Class all wages owed, failed to reimburse business expenses, as well as wage statement violations, waiting time penalties, and PAGA penalties arising from the same underlying conduct.

The Settlement includes 353 Participating Class Members, and the following is a breakdown of how the funds are allocated under the Settlement Agreement (Forst Decl. ¶ 15):

Gross Settlement Amount	**$ 1,200,000.00**
Lost Equity Fund Payout	$ 120,000.00
Attorneys' Fees (1/3)	$ 400,000.00
Litigation Costs	$ 18,984.50
Administrator Costs	$ 11,000.00
PAGA Fund	$ 40,000.00
Class Representatives' Service Awards	$ 50,000.00
Net Settlement Amount	**$ 560,015.50**

While the Settlement allocates $50,000 to Service Awards, there is ample support for the seven requested service awards. Indeed, this Settlement is the end result of the litigation of three separate class/PAGA cases: (1) *Andre Stokes v. John Christner Trucking, LLC., et al.*, Case No. 5:24-cv-01921-KK-SP (C.D. Cal.); (2) *Todd Gasser v. John Christner Trucking, LLC., et al.*, Case No. 5:25-cv-00619 (C.D. Cal.); and (3) *Steven Porter v. John Christner Trucking, LLC., et* *al.*, Case No. CVRI2406864. Thus, this explains and supports the requested Service Awards for Stokes, Gasser, and Porter as the three originally named Plaintiffs that brought these actions. Then Plaintiffs Baldwin, Lewis, Reyes, and Romero were added as class representatives to assert additional claims alleging they lost equity in vehicles they leased as a result of Defendants' termination of their equipment leases. Plaintiffs also contend that the addition of these named representatives was necessary to challenge *Pick-Up Stix* releases that Defendants presented to certain Class Members during the pendency of litigation.

The Participating Class Members were deemed to participate and did not need to submit a Claim Form to receive payment. Each Participating Class Member will receive an Individual Class Payment tied to the number of Qualifying Class Workweeks and Share Points for each Class Member. In this regard, "Share Points" will be calculated as follows: (1) each Qualifying Contractor Subclass Workweek during the Contractor Subclass Period shall be credited with 3 Share Points, and (2) each Qualifying Employee Subclass Workweek during Employee Subclass Period shall be credited with 1 Share Point." (S.A. ¶ I(53)).

The Net Settlement Amount shall then be divided among the Class Members and apportioned by: (a) dividing the Net Settlement Amount by the number of Share Points by all Participating Class Members during the Class Periods, and (b) multiplying the result (the Share Point Rate) by each Participating Class Members' Individual Share Points. (S.A. ¶ III(K)(1)).

Additionally, certain Class Members are entitled to a share of the "Lost Equity Fund", which is $120,000 and "which shall be paid from the Gross Settlement Amount, divided and payable in equal shares to Participating Class Members that: (A) are members of the Contractor Subclass, and (B) had active equipment leases terminated by any of the Defendants in June or July 2025." (S.A. ¶ I(23)).

PAGA Group Members will also receive a share from the PAGA Fund, with $10,000 (25% of the PAGA Fund) divided on a pro rata basis based on the number of Qualifying PAGA Workweeks that the PAGA Group Member worked during the PAGA Period. (S.A. III(K)(2)). The remaining $30,000 from the PAGA Fund will be paid to the California Labor & Workforce Development Agency (the "LWDA").

Assuming all of the amounts in the Settlement are approved by the Court, the highest payment to Participating Class Members (excluding payments from the Lost Equity Fund) is estimated to be approximately $7,330.61, the average payment is estimated to be $1,586.45, and the lowest is $17.15 for a short-term employee who worked very little during the Class Period. (Forst Decl. ¶ 16). In addition: (A) the 15 individuals entitled to a share of the Lost Equity Fund will receive an additional $8,000 each, and (B) the 151 PAGA Group Members will receive average payments of $66.23, with the highest payment of $162.16. (Forst Decl. ¶ 17).

The Individual Class Payments to Participating Class Members will be allocated as follows. For the Employee Subclass, 15% of the Individual Class Payment, which is attributable to Qualifying Employee Subclass Workweeks, will be allocated as wages subject to withholding of all applicable local, state and federal taxes and the remaining 85% will be allocated as interest and penalties (pursuant to, *e.g.*, California Labor Code §§ 203, 210, 226, 2699 etc.) from which no taxes will be withheld. (S.A. ¶ III(M)(3)). Additionally, 100% of the amount of each Individual Class Payment to each member of the Contractor Subclass and 100% of the amount of each Individual PAGA Payment to each PAGA Group Member shall be paid pursuant to an IRS Form 1099 and shall not be subject to withholding. (*Id.*)

The Settlement Agreement provides that Defendants are required to fund the Settlement Amount, plus their share of payroll taxes owed on the portion of Individual Class Payments allocated as wages, no later than 10 days after the Effective Date. (S.A. ¶ III(N)). The Settlement Administrator is then required to issue payments within 10 calendar days of receipt of the Settlement Amount. (S.A. ¶ III(K)(5)). Class Members will have 180 days to cash the settlement check. If a Class Member fails to cash a check by the deadline, the Administrator shall issue unclaimed funds to the California State Controller in the name of the Participating Class Member/PAGA Group Member. (S.A. ¶ III(P)).

III. THE NOTICE PROCESS

A. Notice to the Class Members

Pursuant to the Court's Order and the Settlement Agreement, the Parties directed the Settlement Administrator to review and update the Class Members' addresses, mail the Court-approved Notice Packet, and process their responses. (Forst Decl. ¶ 2). Prior to mailing the Notice Packet, the Settlement Administrator performed a National Change of Address search on all Class Members to determine if any had moved. (Forst Decl. ¶ 6). Then, on May 1, 2026, the Notice Packet was sent via first-class mail to 355 Class Members to advise each about the suit and settlement. Initially, 40 Notice Packets were returned due to an incorrect address, but the Administrator was able to locate new addresses for 33 individuals and remail their Notice Packet, resulting in only 8 undeliverable or returned notices. Thus, there was a 97.7% success rate in mailing the Notice Packets. (Forst Decl. ¶¶ 7-10). The Settlement Administrator also completed an email campaign for the Notice to Class Members with valid email addresses, with a 98.79% delivery success rate. (Forst Decl. ¶ 8).

In accordance with California Rules of Court, Rules 3.766(d) and 3.769(f), the Notice Packet provided Class Members with (1) a brief explanation of the case; (2) an explanation of each Class Member's right to opt out of the settlement class; (3) an explanation of the process (and relevant deadlines) through which a Class Member could opt out of the settlement class; (4) notice about the binding nature of the Judgment for Class Members who do not opt out; (5) an explanation of each Class Member's right to appear through counsel; (6) an explanation of each Class Member's right to appear at the fairness hearing and express views on the settlement, i.e., object or otherwise respond; and (7) an explanation of each Class Member's right to participate in the Settlement and receive payment accordingly. (*See* **Exhibit A** to the Forst Decl.).

B. There were No Objections and Only Two Requests for Exclusion, Resulting in an Impressive 99.43% Class Participation in the Settlement

California law makes clear that the percentage of objectors and opt-outs is an important factor in the Court's consideration of a proposed class action settlement. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802; *see also Mandujano v. Basic Veg. Prods., Inc*. (9th Cir. 1976) 541 F.2d 672, 677 (where the Ninth Circuit recognized that the number or percentage of class members who object to the settlement is a significant factor in the final fairness analysis).

In this case, there are zero objections and two valid opt-outs to the Settlement -- meaning that 99.43% of the Class Members are participating in the Settlement. (Forst Decl. ¶¶ 13-14).

Considering this positive reaction to the Settlement and its overall terms, it is clear that the Settlement, which was the product of arm's-length negotiations, is fair and reasonable. The Parties therefore respectfully request that the Court grant final approval and enter the proposed judgment as requested. *See Dunk,* 48 Cal.App.4th at 1800-1802 (class action settlements should be approved if they are fair and reasonable, and a low percentage of objectors and opt-outs is evidence of an agreement's fairness).

IV. EVALUATION OF THE SETTLEMENT

It is axiomatic that California law strongly favors and encourages settlements. *See Stambaugh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236. This presumption in favor of settlement applies with particular force in the context of class actions. *See Ferguson v. Lieff, Cabraser, Heimann & Bernstein* (2003) 30 Cal.4th 1037 (Kennard, J., concurring and dissenting) ("[p]ublic policy favoring settlement is especially weighty for class actions"); *Bell v. Am. Title Ins. Co.* (1991) 226 Cal.App.3d 1589, 1607-1608 (affirming approval of a class settlement and implicitly endorsing its citation of federal precedent for the notion that there is a "strong public policy in favor of settlement of class actions"); *Van Bronkhorst v. Safeco Corp*. (9th Cir. 1976) 529 F.2d 943, 950 ("it hardly seems necessary to point out that there is an overriding public interest in settling and quieting litigation. This is particularly true in class action suits").

When entertaining a request for final approval of a class action settlement, a court's fundamental consideration is whether the settlement is fair, adequate and reasonable. *Dunk*, 48 Cal.App.4th at 1801, fn. 7 (noting that state courts look to federal authority concerning the approval of class settlements); California Rules of Court, Rule 3.769 (g).

Fairness is presumed when: (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; (4) the percentage of objectors and opt outs is small, and (5) the range of reasonableness of the settlement fund to a possible recovery in light of all attendant risks of litigation." *Dunk*, 48 Cal.App.4th at 1802. All five of these factors are discussed in detail below.

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A. The Settlement was Reached through Informed Arms-Length Negotiation

Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless evidence to the contrary is offered. Thus, there is a presumption here that the negotiations were conducted in good faith. *See* 3 Alba Conte & Newberg, *supra*, at § 11.51. The proposed settlement here was the product of arm's-length negotiation before a highly experienced and reputable class action mediator, Stephanie Chow.

Here, Plaintiffs and Class Counsel have diligently investigated the claims raised in this litigation and, after taking into account the disputed factual and legal issues involved in this action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the action as set forth in the Settlement, concluded that the settlement terms are fair, reasonable, and in the best interest of the Class. As the Settlement Agreement itself reveals, the Settlement is designed to fairly and adequately compensate all Class Members. And, pursuant to California Rules of Court Rule 3.769(b), the parties have disclosed the agreed upon and proposed attorney fee award, which is well within the range of reasonableness for matters of this nature.

B. Plaintiffs' Investigation was Sufficient

As set forth at the time of preliminary approval, Class Counsel's investigation into the facts and merits of the wage and hour claims alleged included analysis of substantial amounts of information, correspondence, documents, pay data, policies and procedures, and evidence relating to the class size and the commonality of the claims. During this process, Plaintiffs and Class Counsel conducted investigations into the potential claims of the similarly situated employees and contractors, as well as researching and investigating Defendants' defenses. Finally, Class Counsel synthesized and analyzed information provided by Defendants reflecting the total number of Class Members, as well as the time periods in which they worked, and prepared comprehensive damage calculations regarding Plaintiffs' and the Class Members' claims.

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C. Class Counsel are Experienced in Similar Litigation and Endorse the Settlement

Class Counsel are experienced in this type of litigation, and they have (and hereby do) represent that this Settlement is fair and reasonable. (Mankin Decl. ¶¶ 2-13); *see 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152 (Final approval of settlement affirmed where counsel were all experienced litigators with class-action experience and had recommended settlement based on the negotiated terms).

D. Reasonable Estimate of the Nature and Amount of Recovery

Plaintiffs' Motion for Preliminary Approval contained a comprehensive *Kullar* analysis which sufficiently provided the Court with "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. Of course, a settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. *Wershba v. Apple Computers, Inc*. (2001) 91 Cal.App.4th 246, 250 ("Compromise is inherent and necessary in the settlement process … even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation").

Considering the uncertainties of protracted litigation, this negotiated settlement reflects the best practicable recovery for the Class. While the total settlement amount is, of course, a compromise figure, the potential risks and opportunities of both parties were effectively weighed and considered by the parties, resulting in a fair and equitable settlement. Based upon detailed data obtained through informal discovery and information exchanges, and factoring in class certification probabilities and liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims for mediation in order to reach a realistic and reasonable resolution as set forth at preliminary approval.

V. THE REQUESTED ATTORNEYS' FEES ARE FAIR AND REASONABLE

For their efforts in creating a common fund for the benefit of the class, the Settlement Agreement provided that Class Counsel may seek reasonable fees of $400,000.00 (one-third of the Gross Settlement Amount). These fees are warranted under the law and within the range of fees commonly awarded in similar cases.

As shown herein, the requested percentage of one-third of the settlement fund as payment for attorneys' fees should be granted for several reasons. First, one-third is the standard benchmark in California for class action settlements. *See, e.g.*, *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n. 11 ("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"). Second, the California Supreme Court upheld that the percentage of the fund method survives in California class action cases. *See Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480. Third, the requested amount is eminently reasonable through the prism of a lodestar cross-check. Accordingly, this request should receive final approval.

A. Plaintiffs are Entitled to Recover Reasonable Attorneys' Fees Under the Labor Code

Plaintiffs and the Class in this action would be entitled to recover reasonable attorneys' fees, expenses and costs after a liability finding under Labor Code § 218.5, which provides that, "[i]n any action brought for the nonpayment of wages ... the Court shall award reasonable attorneys' fees and costs to the prevailing party." In addition, Plaintiffs and the Class would be entitled to recover reasonable attorneys' fees after a liability finding pursuant to Labor Code § 1194.2, which provides that, "… any employee receiving less than the legal minimum wage … applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage… including … reasonable attorney's fees, and costs of suit." Plaintiffs would also be entitled to fees and costs after a liability finding on their claim for wage statement penalties under Labor Code § 226(e) (employee who prevails on claim for itemized wage statement violation "is entitled to an award of costs and reasonable attorneys' fees"), as well as under PAGA (Labor Code § 2699(g), which provides "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs, including any filing fee paid"), and, potentially, Code of Civil Procedure § 1021.5.

B. Class Counsel's Request for Fees is Reasonable and Properly Calculated as a Percentage of the Common Fund

Under the "common fund" doctrine, the request for attorneys' fees in the amount of 1/3 of the common fund is reasonable and appropriate, because (1) it is within the approved range for percentages awarded as attorneys' fees in similar cases; (2) it is supported by the high quality of Class Counsel's work on this case and the results obtained for the Class; (3) the Class had sufficient notice of the fee request; (4) it is supported by the fact that this case was handled on a contingency basis and was undertaken despite various risks and expenses; and (5) the lodestar cross-check supports the fee request.

1. The Attorneys' Fees Requested Here Fall Within the Reasonable Range Awarded in Cases Under the Established Common Fund Method

The California Supreme Court approved trial courts' usage of the common fund method of awarding attorneys' fees in wage and hour class actions, like this one, and upheld a fee award of 1/3 of the total settlement amount obtained for the class. *See Laffitte,* 1 Cal.5th at 506; *see also,* 4 Newberg on Class Actions, § 14:6 at 552 ("fee awards in class actions average around one-third of the recovery"). Specifically, in *Laffitte*, the Court wrote: "[w]e join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created"). *Id.* at 506. The California Supreme Court also noted that trial courts have the discretion to award fees as a percentage of the common fund, with or without the necessity to conduct a lodestar cross-check. *Id.* ("…[Courts] … retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.").

The California Supreme Court's *Laffitte* decision was consistent with its prior rulings recognizing that "when a number of persons are entitled in common to a specific fund, and an action brought by … plaintiffs for the benefit of all results in the creation or preservation of that fund, such … plaintiffs may be awarded attorneys' fees out of the fund." *Serrano III v. Priest* (1977) 20 Cal.3d 25, 34; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478 ("[A] lawyer who recovers a common fund . . . is entitled to reasonable attorneys' fees from the fund as a whole"). Notably, when fees are calculated as a percentage of the common fund, they should be calculated based on the amount that was available to be claimed, rather than as a percentage of the actual amount claimed. *See Boeing Co.,* 444 U.S. at 475-6, 480-1 (the SCOTUS held that attorneys for a successful class may recover a fee based on the fund created for the class, even if some class members make no claims against the fund, so that money remains in it that will be returned to the defendant, explaining: "[t]heir [class members'] right to share the harvest of the lawsuit upon proof of their identity, whether or not they exercise it, is a benefit in the fund created by the efforts of the class representatives and their counsel." *See also Williams v. MGM-Pathe Communs. Co*. (9th Cir. 1997) 129 F.3d 1026, 1027 (trial court "abused its discretion by basing the fee on the class members' claims against the fund rather than on a percentage of the entire fund or on the lodestar").

2. The High Quality of Work and Excellent Result Support the Award

In addition to the fact that a Class benefit was created with a non-reversionary common fund settlement, the fairness of the requested fee award of 1/3 of the Settlement Amount is supported by the high quality of work performed by Class Counsel and the positive result obtained for the Class in spite of the risks of ongoing litigation. This result occurred because Class Counsel diligently, efficiently, and creatively pursued this case and reached a settlement for the benefit of the entire Class. The fact that the settlement was embraced and supported by the Class, as evidenced by a 99.43% participation rate, demonstrates that Class Counsel obtained a favorable result for the Class.

3. Class Members had Sufficient Notice of the Requested Fees

California Rules of Court, Rule 3.769, requires that the Class Members be given notice of any agreement regarding an application for attorneys' fees. Here, the Notice preliminarily approved by the Court and distributed to the Class Members apprised them that Class Counsel will ask for fees of one-third of the Gross Settlement Amount. (Forst Decl., Exh. A.)

The Class Notice also advised the class members of the procedures for objecting to the proposed settlement and appearing at the settlement hearing, where they could present their objections to any aspect of the settlement, including the amount of attorneys' fees to be awarded to class counsel. *Litwin v. iRenew Bio Energy Solutions, LLC* (2014) 226 Cal.App.4th 877, 883 ("Procedural due process requires that affected parties be provided with 'the right to be heard at a meaningful time and in a meaningful manner'"). In accordance with the foregoing, it is respectfully submitted that the instant notice complied with Rule 3.769 and, as a result, the Class Members' due process rights were fulfilled.

4. The Contingent Nature of Class Counsel's Representation Further Supports the Fee Award at 1/3 of the Common Fund

An additional factor militating in favor of the granting of the requested fee award is the fact that this case was both legally and financially risky for Class Counsel. *See Vizcaino v. Microsoft Corp* (9th Cir. 2002) 290 F.3d 1043, 1048-49. Class Counsel have been representing the Class in this matter on a strictly contingency basis, and as such, incurred the risk of non-recovery after a substantial investment of time, money, and resources, and have done so since the inception of this case without any payment or compensation. Specifically, there was the prospect of enormous cost inherent in class action litigation; the risk that Defendants could prevail on their argument that the class waiver in an agreement signed by a portion of the Contractor Subclass should be enforced and/or that class should not be certified; and the risk that Defendants could prevail on the merits of some or all of the claims.

The court in *Horsford v. Board of Trustees of California State University*, 132 Cal.App.4th 359 (2005) analyzed this issue and held that, when determining the market-level compensation to award to contingent fee attorneys, the analysis must take into account the large risk inherent in such situations:

> The market value of the services provided by plaintiffs' counsel in a case of this magnitude must take into consideration that any compensation has been deferred for up to four years from the time an hourly fee attorney would begin collecting fees from his or her client; that the demands of the present case substantially precluded

> other work during that extended period, which makes the ultimate risk of not obtaining fees all the greater (since the attorneys must use savings or incur debt to keep their offices afloat and their families fed during the years-long litigation); and that a failure to fully compensate for the enormous risk in bringing even a wholly meritorious case would effectively immunize large or politically powerful defendants from being held to answer for constitutional deprivations, resulting in harm to the public."

Id. at 399-400.

Indeed, as Class Counsel can attest, not all class/PAGA cases are successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar, often due to no fault of counsel (i.e., bankruptcy, change in the law, consolidation or coordination or preemption, being top filed, etc.). According to Mayer Brown LLP's study entitled, An Empirical Analysis of Class Actions, cited in *Laguna v. Coverall North America, Inc*. (9th Cir. 2014) 753 F.3d 918, found that only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.[2]

5. A Lodestar Cross-Check Confirms the Reasonableness of the Fee Award

Despite recognized limitations of the so-called lodestar method, some California and federal courts acknowledge the utility of a lodestar "cross-check."[3] (*Lealao,* 82 Cal.App.4th at 46-47.) Under the "lodestar multiplier" method of cross-checking the reasonableness of attorneys' fees in class actions, the court ascertains Class counsel's total "lodestar" amount by multiplying the number of hours reasonably expended by each attorney or legal staff member by their hourly rates, and then enhances or reduces this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty or difficulty of the case, its contingent nature, and the degree of success achieved. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-96; *Press v. Lucky Stores, Inc*. (1983) 34 Cal.3d 311, 322; *Lealao,* 82 Cal.App.4th at 43 (court has discretion to use a multiplier to ensure that the "fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation").

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[2] www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

[3] In practice, the lodestar method is difficult to apply, time-consuming to administer, inconsistent in result, and capable of manipulation. In addition, the lodestar creates inherent incentive to prolong the litigation until sufficient hours have been expended. Herr, David F., *Manual for Complex Litigation,* § 14.121 (1988); *See also In re Activision* (N.D. Cal 1989) 723 F.Supp 1373.

Historically, California courts have approved multipliers of 1.5 to 4. *See, e.g., Wershba*, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher"); In *Sternwest Corp. v. Ash*, for instance, the Court of Appeal remanded for a lodestar enhancement of "two, three, four or otherwise." *Sternwest Corp v. Ash* (1986) 183 Cal.App.3d 74, 76.

Here, the fees requested by Class Counsel are reasonable. The combined lodestar for Class Counsel amounts to $250,875 (*see* Mankin Decl. ¶¶ 23-26; Carlson Decl. ¶¶ 9) and this results in a request for a fair and reasonable lodestar multiplier of 1.59.

The hourly rates above are comparable to those of other attorneys with equal or similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at *www.laffeymatrix.com* indicates that the benchmark rates are $878/hour for an 11–19-year attorney and $1,057/hour for a 20+ year attorney). The reasonableness of Class Counsel's rates is reinforced by facts showing that local attorneys in Los Angeles engaged in complex litigation bill at rates far higher than Class Counsel – and far higher than the Laffey Matrix. Recent public filings confirm that the Los Angeles Department of Water and Power is paying outside counsel at minimum rates of $1,800 for partners, $1,180 per hour for associates with 7 years of experience or more, and LADWP even pays first year associates $745 per hour. *See* https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits (last visited June 5, 2025).

Moreover, the Wolters Kluwer 2023 Real Rate Report ("Real Rate Report") provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data, comprising millions of billing entries from a hundred thousand individual timekeepers who worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area: (a) the rate for partners in Los Angeles is between $840 and $1,159 per hour for the middle and upper quartiles, and (b) the rates for associates with seven or more years of experience, the upper quartile rate is $888 per hour. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms, which makes it "a much better reflection of true market rates than self-reported rates in all practice areas." *Brown v. CVS Pharmacy, Inc*. (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21; *PLCM Group*, 22 Cal.4th at 1085 (holding that rates should be premised upon precisely this form of independent, "objective" rate data that reflects "fair market" rates actually billed to clients "in the community for similar work").

Class Counsel are also highly experienced in Class/PAGA litigation, including having been named by the LA Times as one "Southern California Leading Lawyers" in the May 2023 issue of Consumer Attorneys of Southern California (a recognition given to 17 employment law attorneys in 2023), having been selected as "Super Lawyer" in employment litigation over the last 5 consecutive years, having achieved large settlements, having prevailed at trial in PAGA-only actions and Class Action jury trials. (Mankin Decl. ¶¶ 2-6). Indeed, Class Counsel's rates are typical of the rates charged by defense counsel with similar experience doing similar work in this region.

Thus, Plaintiffs' Counsel's rates reasonable and typical, and the attorneys' fees requested confirm that the fee request is fair and reasonable under the lodestar multiplier cross-check.

VI. <u>THE REQUESTED COSTS AND SERVICE AWARD ARE REASONABLE</u>

A. The Requested Costs are Reasonable and Merit Approval

The Settlement Agreement authorized litigation costs of up to $30,000, but Class Counsel's actual costs through the final approval hearing are only $18,984.50. (Mankin Decl. ¶ 27 and Exhibit C thereto). These costs include mediation fees, filing fees, expert charges, CourtCall charges, and process server fees, among others. The savings will be placed in the Net Settlement Amount and distributed to the Participating Class Members.

B. The Requested Service Awards are Reasonable and Merit Approval

A named plaintiff is an essential ingredient of any class action and an incentive award is appropriate to induce individuals to step forward and assume the burdens and obligations of representing the Class. Courts regularly approve a service payment to compensate named plaintiffs for their service to the class and the risks they incurred during the litigation. *See, e.g. Bell v. Farmers Insurance Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named Plaintiff for their efforts in bringing class action); *Rodriguez v. West Publishing* (9th Cir. 2009) 563 F.3d 948, 959 (stating that incentive awards are "intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.").

The Settlement Agreement provides an incentive award payment of: (A) $10,000 each to Plaintiffs Stokes, Porter, and Gasser, who were the initial plaintiffs that brought their separate actions against Defendants, and (B) $5,000 each to Plaintiffs Baldwin, Lewis, Reyes, and Romero, who all stepped forward during the pendency of these actions to assist with the prosecution of these claims – and, in the process, turned down valuable individual settlement offers from Defendants during an attempted *Pick-Up Stix* process. Thus, these requested amounts are justified and should be approved because all Plaintiffs undertook significant risks, including the risk that they could have been liable for Defendants' costs if they lost. This factor is a significant one for a wage earner, and the potential risk is very real. *See Whiteway v. FedEx Kinkos Office & Print Svcs., Inc.* (N.D. Cal. Dec. 17, 2007) 2007 WL 4531783, at *3 ("the few courts to consider this 'class representatives' dilemma' have not found it inequitable to assess costs upon the lead or named plaintiff in a class action.").); *Bond v. Ferguson Enterprises, Inc*. (E.D. Cal. 2011) 2011 WL 2648879 (approving $11,250 service awards in class action); *Ross v. US Bank National Association* (N.D. Cal. 2010) 2010 WL 3833922, at *2 (approving $20,000 service award in California wage-and-hour class settlement); *Vasquez v. Coast Valley Roofing, Inc*. (E.D. Cal. 2010) 266 F.R.D. 415, 493 (approving service awards of $15,000 from a $300,000 settlement in a wage/hour class action); *West v. Circle K Stores, Inc.* (E.D. Cal. 2006) 2006 U.S. Dist. LEXIS 76558, at *28 (finding service awards "of $ 15,000 each to be reasonable."); *Glass v. UBS Fin. Servs.* (N.D. Cal. 2007) 2007 U.S. Dist. LEXIS 8476, at *52 (finding "requested payment of $25,000 to each named Plaintiff is appropriate" in wage and hour settlement).

Plaintiffs also committed a significant number of hours to assist with the litigation/settlement processes of this case. The requested Service Award is reasonable, particularly in light of the substantial benefits Plaintiffs generated for the Class Members, the risks they undertook, and the time and effort devoted to assisting with the Class/PAGA settlement. (*See*, *generally*, Plaintiffs' Decl).

VII. OTHER MATTERS FOR FINAL APPROVAL

A. Settlement Administrator Costs

The Administrator, CPT Group, initially agreed to administer the settlement for a flat-fee of $9,500. However, that bid was increased to $11,000 to account for additional costs associated with the direct email campaign, email inbox monitoring, and a static website. (Forst Decl. ¶ 19). This amount was fully disclosed to the Class Members in the Class Notice, and no Class Members objected to it. As such, the Parties request that the Administrator's fee request be approved.

B. Uncashed Checks

The Settlement Agreement provides that if checks are not cashed within the 180 day check cashing period, then the uncashed funds will be issued to the California State Controller's Office in the name of the Class Member and/or PAGA Group Member.

C. Final Report

Assuming the Courts grants final approval on August 4, 2026, Defendants will issue payment to the Administrator by approximately October 15, 2026. The Administrator will then have 10 days to issue payment to the Class Members, who will then have 180 days to cash their checks. Thus, the Parties propose submitting a declaration from the Administrator setting forth the money that was actually paid to the class members and potentially to the State on approximately June 1, 2027.

VIII. CONCLUSION

Plaintiffs respectfully submit that the Settlement is fair, adequate, and reasonable, and merits approval. This motion is unopposed by Defendants.

Dated: July 13, 2026 LAUBY, MANKIN & LAUBY LLP

BY: ______________________
Brian J. Mankin, Esq.
Attorneys for Plaintiffs and the Class

PROOF OF SERVICE
(Pursuant to CCP §§ 1013(a)(1) and 2015.5)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I am employed in the County of Riverside, State of California. I am over the age of 18 and not a party to the within action; my business address is 5198 Arlington Avenue, PMB 513, Riverside, CA 92504.

On July 13, 2026, I caused to be served the foregoing document(s) described as follows:

PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

I declare that I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[ ] **By Mail** I deposited such envelope in the mail at Riverside, California. The envelope was mailed with postage thereon fully prepaid.

[ ] **By Facsimile** I sent this document via fax to all parties as listed on attached service list, on

[ ] **By Overnight Service** I deposited such envelope in a facility regularly maintained by the United Parcel Service for receipt of items for overnight delivery, with overnight delivery expenses prepaid, addressed to the person to be served.

[X] **By Email or Electronic Transmission:** Pursuant to CCP § 1010.6 or an agreement of the parties to accept service by email or electronic transmission, I caused the document(s) to be sent from email address tracie@lmlfirm.com to the persons at the electronic notification address listed in the service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was not successful.

[ ] **By Certified Mail-Return Receipt Requested** I caused such envelope with postage fully prepaid thereon, to be placed in the United States mail at Riverside, California

[ ] **By Personal Service** I caused said document(s) to be personally served by hand on the parties listed on the attached service list.

[X] **State** I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 13, 2026, Riverside, California.

[ ] **Federal** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Tracie Chiarito

Tracie Chiarito, Declarant

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