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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

GINA HARRIS, individually, and on behalf of
other similarly situated employees,

Plaintiff,

vs.

ARHAUS, LLC; ARHAUS, INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No.: 24STCV24656
(Consolidated with Case No. 24STCV31631)

Honorable Elaine Lu
Department 9

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: August 4, 2026
Time: 10:00 a.m.
Dept: 9

Complaint Filed: September 23, 2024
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT** on **August 4, 2026 at 10:00 a.m.** in Department 9 of the
3 above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles,
4 California 90012 pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the
5 California Rules of Court, and California Labor Code section 2699(l), Gina Harris (“Plaintiff”) will
6 and hereby does move the Court for an Order granting final approval of the proposed class action and
7 Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*
8 (“PAGA”) settlement between Plaintiff and Defendants Arhaus, LLC and Arhaus, Inc. (together,
9 “Defendants”).

10 Plaintiff requests that the Court enter an Order:

- 11 1. Granting final approval of the class action and PAGA settlement;
- 12 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
13 forth in the Court-approved First Amended Stipulation of Class Action and PAGA Settlement
14 (“Settlement Agreement” or “Settlement”), including payment by Defendants of the Gross Settlement
15 Amount of Two Hundred Nineteen Thousand Dollars and Zero Cents (\$219,000.00) equal to the
16 amounts to pay (1) the Settlement Class Members and PAGA Employees pursuant to the terms of the
17 Settlement; (2) the Court-approved Attorneys’ Fees and Costs; (3) the Court-approved Enhancement
18 Payment; (4) the Court-approved Settlement Administration Costs; and (5) the Court-approved
19 payment to the California Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA;
- 20 3. Approving Class Counsel’s request for thirty-five percent (35%) of the Gross
21 Settlement Amount, i.e., Seventy-Six Thousand Six Hundred Fifty Dollars and Zero Cents
22 (\$76,650.00) in attorneys’ fees, plus reimbursement of actual costs and expenses in the amount of
23 Twenty-Five Thousand Five Hundred Ninety-Seven Dollars and Forty Cents (\$25,597.40);
- 24 4. Approving the Enhancement Payment to Plaintiff in the amount of Five Thousand
25 Dollars and Zero Cents (\$5,000.00) in recognition of her services to the Class Members;
- 26 5. Approving the Settlement Administration Costs to Apex Class Action LLC in the
27 amount of Six Thousand Seven Hundred Seventy-Five Dollars and Zero Cents (\$6,775.00); and

28 ///

6. Approving Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00) to be paid to the LWDA as sixty-five percent (65%) of the Forty Thousand Dollars and Zero Cents (\$40,000.00) allocated to civil penalties under PAGA.

This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of Court, which require approval by the Court of a class action settlement and permit the Court to extend the page limit for memoranda.

This Motion is based on the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Class Counsel (Jasmine Y. Kianfard), the Class Representative (Gina Harris), and the Settlement Administrator (Katie Tran on behalf of Apex Class Action LLC), the pleadings and other records on file with the Court in this matter, and such evidence or oral argument as may be presented at the hearing on this Motion.

Respectfully submitted,

Dated: June 23, 2026

BLACKSTONE LAW, APC

By: Jasmine Y. Kianfard
Jasmine Y. Kianfard
Attorneys for Plaintiff Gina Harris
and the Class

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	PROCEDURAL HISTORY AND FACTUAL BACKGROUND.....	3
III.	SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION.....	5
V.	COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA.....	10
VI.	EVALUATION OF SETTLEMENT FOR FINAL APPROVAL	10
	A. The Legal Standard for Final Approval	10
	B. The Settlement Should be Finally Approved.....	11
	C. The Settlement is Fair and Reasonable.....	11
VII.	THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE AND SHOULD BE APPROVED	13
	Plaintiff's Fee Request of Thirty-Five Percent (35%) of the Gross Settlement Amount.....	14
	A. is Proper Under the Common Fund Doctrine	14
	B. The Circumstances of this Case Support a Thirty-Five Percent Fee Award	16
	C. The Contingent Nature of This Matter	16
	D. The Experience, Reputation, Ability of Counsel, and Skill in Litigation	16
	E. The Results Achieved	17
	F. Preclusion of Other Employment	17
	G. The Requested Fees Are Also Justified Under the Lodestar Method	18
	H. No Class Member Objected to the Requested Attorneys' Fee Award	20
	I. Plaintiff's Cost Request is Reasonable	21
VIII.	THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS REASONABLE	21
IX.	THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE	22
X.	THE PROPOSED LWDA ALLOCATION IS REASONABLE	23
XI.	THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE.....	24
XII.	CONCLUSION.....	24

TABLE OF AUTHORITIES

Cases

<i>Bank of America v. Cory</i> (1985) 164 Cal.App.3d 66, 89-92.....	15
<i>Boeing Co. v. Van Gernert</i> (1980) 444 U.S. 472,478	14
<i>Cartt v. Superior Court</i> (1975) 50 Cal.App.3d 960, 973-74.....	24
<i>Ceja-Corona v. CVS Pharm., Inc.</i> (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500,.....	23
<i>Chu v. Wells Fargo Invs., LLC</i> (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645.....	23
<i>City and County of San Francisco v. Sweet</i> (1995) 12 Cal.4 th 105, 110-111	15
<i>Clark v. Am. Residential Servs. LLC</i> , 175 Cal. App. 4th 785 (2009).....	11
<i>Clark v. American Residential Services LLC</i> (2009) 175 Cal.App.4th 785, 804.....	21
<i>Cook v. Niedert</i> , 142 F.3d 1004, 1016 (7 th Cir. 1998)	21
<i>D’Amico v. Board of Medical Examiners</i> (1974) 11 Cal.3d 1.....	14
<i>Dunk v. Ford Motor Company</i> (1996) 48 Cal.App.4th 1794, 180 1.....	1, 10
<i>Eisen v. Carlisle & Jacquelin</i> (1974) 417 U.S. 156, 174-76	24
<i>Franco v. Ruiz Food Prods.</i> (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801.....	23
<i>Garcia v. Gordon Trucking, Inc.</i> (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575.....	23
<i>Glendale City Employees ‘ Association v. City of Glendale</i> (1975) 15 Cal.3d 328, 341 fn.19	14
<i>In re Activision Sec. Litig.</i> (N.D. Cal 1989) 723 F. Supp. 1373, 1375.)	15
<i>In re Activision Sec. Litig.</i> , 723 F. Supp. at 1378-79.	15
<i>In re Pac. Enters. Sec. Litig.</i> (9th Cir. 1995) 47 F.3d 373, 378-79	15
<i>Ketchum v. Moses</i> (2001) 24 Cal.4th 1122, 1138	19
<i>Knoff v. City and County of San Francisco</i> (1969) 1 Cal.App.3d 184, 203-204	15
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116.....	12
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116, 129-30.....	1

1	<i>Lealao v. Beneficial California, Inc.</i> (2000) 82 Cal.App.4th 19, 31 n.5.....	15
2	<i>Lealao</i> , 82 Cal.App.4th at 47-48.....	20
3	<i>Magadia v. Wal-Mart Assocs.</i> (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist.	
4	LEXIS 91732	23
5	<i>Mills v. Electric Auto-Lite Co.</i> (1970) 396 U.S. 375, 391-392	14
6	<i>Mullane v. Central Hanover Bank & Garretson Company</i> (1950) 339 U.S. 306, 314.....	24
7	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> (2010) 186 Cal.App.4th 399, 412.....	21
8	<i>Officers for Justice v. Civil Serv. Comm’n</i> (9th Cir. 1982) 688 F.2d 615, 625.)	10, 11
9	<i>Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.</i> (E.D. Pa. 1970)	
10	323 F. Supp. 364, 378.	24
11	<i>Phillips Petroleum Co. v. Shutts</i> (1985) 472 U.S. 797, 811-12	24
12	<i>Quinn v. State of California</i> (1995) 15 Cal.3d 162, 167	14, 15
13	<i>Rider v. County of San Diego</i> (1992) 11 Cal.App.4th 1410, 1423	15
14	<i>Serrano v. Priest</i> (“ <i>Serrano III</i> ”) (1977) 20 Cal.3d 25, 34	14
15	<i>Serrano v. Priest</i> (1982) 32 Cal.3d 621, 639 (“ <i>Serrano IV</i> ”).....	19
16	<i>Staton v. Boeing Co.</i> (9th Cir. 2003) 327 F.3d 938, 977.	22
17	<i>Thio v. Genji, LLC</i> (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330	23
18	<i>Thornton v. East Texas Motor Freight</i> , 497 F.2d 416, 420 (6th Cir. 1974).....	21
19	<i>Van Vranken v. Atlantic Ricliffeld Co.</i> (N.D. Cal. 1995) 901 F. Supp. 294, 299	2, 21
20	<i>Webb v. Board of Educ.</i> (1985) 471 U.S. 234.....	19
21	<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224, 244-45.....	10
22	<i>Wininger v. SI Mgmt. L.P.</i> (9th Cir. 2002) 301 F.3d 1115.)	15
23	Statutes	
24	California Civil Code § 1781	24
25	California Code of Civil Procedure section 382	i
26	Labor Code Section 2699(1)	23
27	Other Authorities	
28	California Practice Guide: Civil Trials and Evidence (The Rutter Group) at§ 17:172.3	14

1	<i>Newberg on Class Actions</i>	19
2	<i>Newberg on Class Actions</i> (4th Ed.), §14.6.....	16
3	<i>Newberg on Class Actions</i> 4th (4th ed. 2002) § 14.6.....	19
4	Rules	
5	Cal. Rules of Court, rule 3.769(g).....	10

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Gina Harris (“Plaintiff” or “Class Representative”) seeks final approval of the class
4 action settlement reached with Defendants Arhaus, LLC and Arhaus, Inc. (together, “Defendants”).
5 Subject to Court approval, Plaintiff and Defendants (collectively, the “Parties”) have settled the
6 Released Class Claims and Released PAGA Claims as defined in the First Amended Stipulation of
7 Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”) for a total amount of
8 Two Hundred Nineteen Thousand Dollars and Zero Cents (\$219,000.00) (“Gross Settlement
9 Amount”). (See Declaration of Jasmine Y. Kianfard in Support of Plaintiff’s Motion for Final
10 Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment,
11 and Settlement Administration Costs [“Kianfard Decl.”], ¶ 16, Exh. 1).

12 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
13 current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State
14 of California at any time during the Class Period” (“Class” or “Class Members”). (Settlement
15 Agreement, ¶ 10.b; Kianfard Decl., ¶ 14). The “Class Period” is defined as the period from September
16 23, 2023 through May 23, 2025. (Settlement Agreement, ¶ 10.f; Kianfard Decl., ¶ 14). The
17 “Settlement Class Members” consist of all Class Members who did not submit a timely and valid
18 Request for Exclusion. (Settlement Agreement, ¶ 10.mm; Kianfard Decl., ¶ 14). The “PAGA
19 Employees” consist of “all current and former hourly-paid and/or non-exempt employees who worked
20 for Defendants in the State of California at any time during the PAGA Period.” (Settlement
21 Agreement, ¶ 10.y; Kianfard Decl., ¶ 14). The “PAGA Period” is defined as the period from
22 September 23, 2023 through May 23, 2025. (Settlement Agreement, ¶ 10.aa; Kianfard Decl., ¶ 14).

23 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
24 approval under California law because it is fair, adequate, and reasonable. (Kianfard Decl., Exh. 1;
25 See also, *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor*
26 *Company* (1996) 48 Cal.App.4th 1794, 180 1). The response of the Class to the Settlement confirms
27 that final settlement approval is appropriate. *There have been no objections to and only two (2)*
28 *requests to opt-out from the Class Settlement.* (Declaration of Katie Tran of Apex Class Action LLC,

1 Regarding Notice and Settlement Administration [“Tran Decl.”], ¶¶ 11 and 12).

2 Because the Settlement achieves outstanding results for the Settlement Class Members, the
3 PAGA Employees, and the State of California, Plaintiff respectfully requests, on behalf of the Class
4 and without opposition from Defendants, that the Court approve the Settlement as fair, adequate, and
5 reasonable, and enter judgment in accordance with the Settlement’s terms.

6 Plaintiff seeks the Court’s approval of an attorneys’ fee award of thirty-five percent (35%) of
7 the Gross Settlement Amount, equaling Seventy-Six Thousand Six Hundred Fifty Dollars and Zero
8 Cents (\$76,650.00), plus reimbursement of actual litigation costs and expenses in the amount of
9 Twenty-Five Thousand Five Hundred Ninety-Seven Dollars and Forty Cents (\$25,597.40) (together,
10 “Attorneys’ Fees and Costs”). Class Counsel’s request for an award of attorneys’ fees and costs is
11 reasonable and appropriate in light of the outstanding work performed by Class Counsel in the matter,
12 the contingent nature of this action, and the results achieved under the Settlement. (*See Lealao v.*
13 *Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

14 Plaintiff also requests the Court’s approval of the amount to be paid to Plaintiff in the amount
15 of Five Thousand Dollars and Zero Cents (\$5,000.00) (“Enhancement Payment”) for her services on
16 behalf of the Class. This amount proposed to be awarded to Plaintiff is fair and reasonable for the
17 reasons Plaintiff provided in her declaration. (*See Declaration of Plaintiff Gina Harris in Support of*
18 *Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs,*
19 *Enhancement Payment, and Settlement Administration Costs [“Harris Decl.”] filed concurrently*
20 *herewith*). Courts approve incentive awards to plaintiffs when justified and appropriate to compensate
21 plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic Richfield Co.*
22 (N.D. Cal. 1995) 901 F. Supp. 294, 299).

23 Finally, Plaintiff requests that the Court approve the payment of Six Thousand Seven Hundred
24 Seventy-Five Dollars and Zero Cents (\$6,775.00) (“Settlement Administration Costs”) to Apex Class
25 Action LLC (“Apex” or “Settlement Administrator”) as compensation for its administration services
26 it has and will provide in connection with the Settlement. (*See, generally, Tran Decl.*).

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1 In order to efficiently present the Court with adequate information to determine whether to
2 grant final approval of the Settlement and award the Attorneys' Fees and Costs, Enhancement
3 Payment, and Settlement Administration Costs, Plaintiff also moves for an order permitting the filing
4 of this single consolidated memorandum, although it exceeds the page limit established by California
5 Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

6 II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

7 Defendants are American retailers that design and sell higher-end home furnishings online and
8 through their retail stores and catalogs. Plaintiff was employed by Defendants as an hourly-paid, non-
9 exempt Interior Design Sales Consultant from approximately April 2024 to July 2024. (Harris Decl.,
10 ¶ 2).

11 On September 23, 2024, Plaintiff provided written notice to the California Labor and
12 Workforce Development Agency ("LWDA") by online submission and to Defendants by U.S.
13 Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the
14 California Labor Code alleged to have been violated by Defendants ("PAGA Letter"). (Kianfard
15 Decl., ¶ 2).

16 On September 23, 2024, Plaintiff filed a Class Action Complaint ("Class Operative
17 Complaint") in the action entitled *Gina Harris v. Arhaus, LLC; Arhaus, Inc.*, Los Angeles County
18 Superior Court Case No. 24STCV24656 ("Class Action"), thereby commencing a putative class action
19 against Defendants. (*Id.*, ¶ 3).

20 On December 2, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private
21 Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* ("PAGA Operative Complaint") in the action
22 entitled *Gina Harris v. Arhaus, LLC; Arhaus, Inc.*, Los Angeles County Superior Court Case No.
23 24STCV31631 ("PAGA Action"), which alleged one cause of action under the Labor Code Private
24 Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA") against
25 Defendants. (*Id.*, ¶ 4).

26 The Class Operative Complaint and PAGA Operative Complaint (together, "Operative
27 Complaints") allege causes of action for violations of the California Labor Code for failure to pay
28 minimum wages, failure to pay overtime wages, failure to provide one day's rest in seven, failure to

1 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
2 rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment,
3 failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure
4 to reimburse necessary business expenses, for violations of California Business & Professions Code
5 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
6 penalties under PAGA based on the aforementioned California Labor Code violations. (*Id.*, ¶ 5).

7 On March 21, 2025, the Parties participated in a formal mediation conducted by Brandon
8 McKelvey, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex
9 wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to
10 reach an agreement to resolve this dispute on a class and representative basis. (*Id.*, ¶ 6). The Parties
11 then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.
12 (*Ibid.*).

13 On June 26, 2025, the Court ordered the Class Action and PAGA Action (together, “Actions”)
14 consolidated. (*Id.*, ¶ 7).

15 On August 1, 2025, the Parties executed the Stipulation of Class Action and PAGA Settlement
16 (“Original Agreement”). (*Id.*, ¶ 8).

17 On August 7, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and
18 PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. (*Id.*, ¶ 9)

19 On November 21, 2025, the Court continued the hearing on Motion for Preliminary Approval
20 and ordered the Parties to determine the end dates of the Class Period and PAGA Period pursuant to
21 the Escalator Clause of the Original Agreement and ordered the Parties to amend the Original
22 Agreement accordingly. (*Id.*, ¶ 10).

23 On January 28, 2026, the Parties executed the Settlement Agreement. (*Id.*, ¶ 11 and Exh. 1).

24 On January 28, 2026, Plaintiff filed supplemental papers in support of the Motion for
25 Preliminary Approval. (*Id.*, ¶ 12).

26 On March 11, 2026, the Court entered the Amended Final Ruling (“Preliminary Approval
27 Order”), thereby preliminary approving the terms of the Settlement Agreement, the Notice of Class
28 Action Settlement (“Class Notice”), and the proposed administration procedures and associated

1 deadlines. (*Id.*, ¶ 13 and Exh. 2).

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

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

9 The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
10 Complaints for a non-reversionary Gross Settlement Amount of Two Hundred Nineteen Thousand
11 Dollars and Zero Cents (\$219,000.00), which is exclusive of employer-side payroll taxes. (Settlement
12 Agreement, ¶ 10.q; Kianfard Decl., ¶ 16). The Gross Settlement Amount includes: (1) Class Counsel’s
13 fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling Seventy-
14 Six Thousand Six Hundred Fifty Dollars and Zero Cents (\$76,650.00); (2) Class Counsel’s actual
15 litigation costs and expenses, in the amount of Twenty-Five Thousand Five Hundred Ninety-Seven
16 Dollars and Forty Cents (\$25,597.40); (3) Settlement Administration Costs in the amount of Six
17 Thousand Seven Hundred Seventy-Five Dollars and Zero Cents (\$6,775.00); (4) Enhancement
18 Payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00); and (5) PAGA Amount
19 in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00). (Settlement Agreement, ¶¶
20 10.q, 13, 14, 15, and 16; Kianfard Decl., ¶ 16). After the above Court-approved amounts are deducted
21 from the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement
22 Amount of approximately Sixty-Four Thousand Nine Hundred Seventy-Seven Dollars and Sixty Cents
23 (\$64,977.60). (Settlement Agreement, ¶ 10.v; Kianfard Decl., ¶ 16).

24 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
25 to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) nor
26 does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share
27 of thirty-five percent (35%) of the PAGA Amount (“Individual PAGA Payment”). (Settlement
28 Agreement, ¶¶ 10.t, 10.r, and 19; Kianfard Decl., ¶ 17). Individual Settlement Shares are calculated

1 by the Settlement Administrator by dividing the Net Settlement Amount by the total number of weeks
2 each Settlement Class Member worked for Defendants as an hourly-paid and/or non-exempt employee
3 in California during the Class Period (“Workweeks”) and multiplying the result by each Settlement
4 Class Member’s Workweeks worked during the Class Period. (Settlement Agreement, ¶¶ 10.t and
5 10.nn; Kianfard Decl., ¶ 17). Individual PAGA Payments are calculated by the Settlement
6 Administrator by dividing the amount of the PAGA Employees’ thirty-five percent (35%) share of the
7 PAGA Amount (\$14,000.00) by the total number of pay periods each PAGA Employee worked for
8 Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period
9 (“Pay Periods”) and multiplying the result by each PAGA Employee’s Pay Periods worked during the
10 PAGA Period. (Settlement Agreement, ¶¶ 10.r and 19; Kianfard Decl., ¶ 17)

11 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
12 percent (80%) penalties, interest, and non-wage damages. (Settlement Agreement, ¶ 20; Kianfard
13 Decl., ¶ 19). The portion allocated to wages will be reported on an IRS Form W-2 and the portions
14 allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if
15 applicable) by the Settlement Administrator. (Settlement Agreement, ¶ 20; Kianfard Decl., ¶ 19). The
16 Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect
17 to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class
18 Members for their net payment of their Individual Settlement Share (“Individual Settlement
19 Payment”). (Settlement Agreement, ¶¶ 10.s and 20; Kianfard Decl., ¶ 19). The employers’ share of
20 taxes and contributions in connection with the wages portion of Individual Settlement Shares will be
21 paid by Defendants separately and in addition to the Gross Settlement Amount. (Settlement
22 Agreement, ¶ 20; Kianfard Decl., ¶ 19). Each Individual PAGA Payment will be allocated as one
23 hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the
24 Settlement Administrator. (Settlement Agreement, ¶ 20; Kianfard Decl., ¶ 19).

25 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
26 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
27 thereafter, shall be canceled. (Settlement Agreement, ¶ 38; Kianfard Decl., ¶ 20). Any funds
28 associated with such canceled checks will be distributed by the Settlement Administrator to the State

1 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or
2 PAGA Employee at issue. (Settlement Agreement, ¶ 38; Kianfard Decl., ¶ 20).

3 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all
4 Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
5 compromised, relinquished, and discharged the Released Parties of any and all claims which were
6 alleged or which could have been reasonably alleged based on the factual allegations in the Class
7 Operative Complaint, arising during the Class Period, which shall specifically include claims for
8 Defendants' alleged failure to pay overtime and minimum wages, provide one day's rest in seven,
9 provide compliant meal and rest periods and associated premium payments, timely pay wages during
10 employment and upon termination, provide accurate wage statements, and reimburse necessary
11 business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210,
12 226(a), 226.7, 510, 512(a), 551, 552, 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable
13 Industrial Welfare Commission Wage Order, and California Business and Professions Code sections
14 17200, *et seq.* (collectively, "Released Class Claims"). (Settlement Agreement, ¶¶ 10.ff and 39).

15 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State
16 of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have
17 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
18 Parties of any and all claims arising from any of the factual allegations in the PAGA Letter and the
19 PAGA Operative Complaint, arising during the PAGA Period, for civil penalties under the Private
20 Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically
21 include claims for Defendants' alleged failure to pay overtime and minimum wages, provide one day's
22 rest in seven, provide compliant meal and rest periods and associated premium payments, timely pay
23 wages during employment and upon termination, provide compliant wage statements, keep requisite
24 payroll records, and reimburse necessary business-related expenses in violation of California Labor
25 Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197,
26 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order
27 (collectively, "Released PAGA Claims"). (*Id.*, ¶¶ 10.gg and 40).

28 ///

1 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
2 individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled,
3 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
4 liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of
5 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
6 unasserted, arising out of, relating to, or resulting from her employment and/or separation of
7 employment with Defendants, which Plaintiff, at any time up until the execution of the Settlement
8 Agreement, had or claimed to have or may have. (*Id.*, ¶ 41). It is agreed that this is a general release
9 and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing,
10 this Paragraph expressly does not include a release of any claims or actions to enforce the Settlement
11 Agreement, social security benefits, workers' compensation benefits that arose at any time, or any
12 other claims that cannot be released hereunder by law. (*Ibid*). Any and all rights granted under any
13 state or federal law or regulation limiting the effect of the Settlement Agreement, including the
14 provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.
15 (*Ibid*). Section 1542 of the California Civil Code reads as follows:

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

23 The "Released Parties" means Defendants and their former and present directors, officers,
24 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
25 and affiliates. (*Id.*, ¶ 10.hh).

26 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

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

 On December 10, 2025, Apex received the class data file from Defendants' counsel, which
contained the full names, last known mailing addresses, dates worked for Defendants during the Class
Period, and such other information necessary to calculate Workweeks and Pay Periods (collectively,

1 “Class List”). (Tran Decl., ¶ 4). On January 6, 2026, Defendants’ counsel provided an additional file
2 containing the Social Security Numbers for the Class Members. (Ibid). The Class List was uploaded
3 to Apex’s database and checked for duplicates and other possible discrepancies. (Ibid). The Class
4 List contained 212 individuals identified as Class Members who worked 8,689 Workweeks. (Ibid).
5 Accordingly, the Escalator Clause was not triggered. (Ibid).

6 On March 11, 2026, Apex received the Court approved text for the Class Notice from Class
7 Counsel. (*Id.*, ¶ 5).

8 As part of the preparation for mailing, all 212 names and addresses contained in the Class List
9 were then processed against the National Change of Address (“NCOA”) database, maintained by the
10 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses
11 of the Class Members before mailing of the Class Notice. (*Id.*, ¶ 6). The NCOA contains requested
12 change of addresses filed with the USPS. (Ibid). To the extent that an updated address was found in
13 the NCOA database, the updated address was used for the mailing of the Class Notice. (Ibid). To the
14 extent that no updated address was found in the NCOA database, the original address provided by
15 Defendants’ counsel was used for the mailing of the Class Notice. (Ibid).

16 On April 6, 2026, the Class Notice was mailed, via U.S. First Class Mail, to all 212 individuals
17 contained in the Class List. (*Id.*, ¶ 7). 12 Class Notices were returned to Apex as undeliverable. (*Id.*,
18 ¶ 8). Apex performed a computerized skip trace on the 12 returned Class Notices that did not have a
19 forwarding address in an effort to obtain an updated address for the purpose of re-mailing the Class
20 Notice. (Ibid). This skip-trace effort resulted in obtaining eight (8) updated addresses and the Class
21 Notice was promptly re-mailed to those Class Members, via U.S First Class Mail. (Ibid). A total of
22 4 Class Notices have been deemed undeliverable as no updated address was found notwithstanding
23 the skip tracing. (*Id.*, ¶ 9).

24 Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the
25 Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Dispute (“Response
26 Deadline”). (Settlement Agreement, ¶ 10.jj). The Response Deadline was May 21, 2026 and the
27 extended Response Deadline was June 5, 2026. (Tran Decl., ¶ 10). The Settlement Administrator
28 received two (2) Requests for Exclusion and no Notice of Objections and/or Disputes. (*Id.*, ¶¶ 11 and

1 13).

2 There are 210 Settlement Class Members who worked 8,659 Workweeks during the Class
3 Period and 212 PAGA Employees who worked 8,689 Pay Periods during the PAGA Period. (*Id.*, ¶¶
4 14, 15, and 17).

5 The estimated average gross Individual Settlement Share is \$288.45, the estimated highest
6 gross Individual Settlement Share is \$713.55, and the estimated lowest gross Individual Settlement
7 Share is \$7.00; the estimated average Individual PAGA Payment is \$66.04, the estimated highest
8 Individual PAGA Payment is \$164.35, and the estimated lowest Individual PAGA Payment is \$1.61.
9 (*Id.*, ¶¶ 16 and 18).¹

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

11 On January 28, 2026, Class Counsel submitted a copy of the Settlement Agreement to the
12 LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2).
13 (Kianfard Decl., ¶ 21). The LWDA has not objected or otherwise responded to the submissions.
14 (*Ibid.*).

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

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

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

27
28 ¹ The actual average, highest, and lowest Individual Settlement Shares will be larger than the amounts stated in the Tran Decl. because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$30,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$4,402.60 will be part of the Net Settlement Amount).

1 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
2 in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245;
3 *Dunk*, 48 Cal.App.4th at 1802). “The settlement or fairness hearing is not to be turned into a trial or
4 rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the
5 contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty
6 of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
7 settlements.” (*Officers for Justice, supra*, 688 F.2d at 625).

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

9 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
10 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
11 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
12 were at all times made at arm’s-length and were adversarial. (Kianfard Decl., ¶ 22). The Parties
13 engaged in extensive informal discovery prior to reaching a settlement. (*Id.*, ¶ 23).

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

15 Courts typically assess the status of discovery in determining whether a class action settlement
16 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
17 Defendants produced a random thirty-three percent (33%) sampling of putative class members’ time
18 and pay data. (Kianfard Decl., ¶ 23). The random sampling was conducted by sorting the putative
19 class members’ employee ID numbers, then selecting every third employee until the sampling was
20 met. (*Ibid.*). Defendants also produced relevant wage and hour policies, and information regarding
21 the total number of putative class members, the number of current versus former employees, the total
22 workweeks worked by the putative class members, and the average rate of pay for the putative class
23 members. (*Ibid.*). This allowed Class Counsel to conduct an informed assessment and analysis of the
24 strengths and weaknesses of the claims and the potential class-wide damages. (*Id.*, ¶ 24). Plaintiff’s
25 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker*
26 *Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168
27 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

28 ///

1 Based on the information exchanged, the Parties extensively briefed issues regarding class
2 certification and liability and provided their analyses to the Mediator who helped the Parties debate
3 the strengths and weakness of their respective positions. (Kianfard Decl., ¶ 25). At all times, Plaintiff
4 was willing and prepared to litigate this matter through class certification and trial if the Parties had
5 been unable to reach a favorable resolution. (Ibid). Additionally, settlement negotiations were
6 conducted by highly capable and experienced counsel. (Ibid). Class Counsel are respected members
7 of the California State Bar with strong records of vigorous and effective advocacy and are experienced
8 in handling complex wage and hour class action litigation. (Ibid). Accordingly, Class Counsel had
9 sufficient information and experience to act intelligently in negotiating the Settlement.

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

18 Here, the reasonableness of the Settlement is underscored by the fact that Defendants have
19 legal and factual grounds for defending the Actions. Based upon Class Counsel’s experience litigating
20 similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class
21 certification and the merits of the Actions absent a settlement.

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

1 employment matters. (Ibid).

2 Defendants denied and continue to deny any liability and wrongdoing of any kind associated
3 with the claims alleged in the Actions, and further deny that class certification is appropriate for any
4 purpose other than the Settlement. (*Id.*, ¶ 28). Defendants believe that they would ultimately prevail
5 in the Actions. (Ibid). Defendants proffered defenses to both certification and to the merits of
6 Plaintiff's claims. (Ibid). Defendants contended that Plaintiff's claims are not suitable for class
7 certification because individual issues would predominate should this case go to trial. (Ibid). As with
8 all class actions, these complex cases raise difficult management and proof issues and, accordingly,
9 there is a significant risk that the Court may deny class certification. (Ibid).

10 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
11 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
12 uncertain proposition. (*Id.*, ¶ 29). In order to prove liability and damages, Class Counsel would need
13 to request and analyze thousands of pages of documents, obtain the Class Members' contact
14 information, contact them, and obtain declarations at great expense. (Ibid). Obtaining the cooperation
15 of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
16 against a current employer. (Ibid). On the other hand, Defendants would likely be able to obtain the
17 cooperation of their employees. (Ibid). Moreover, even if Plaintiff prevailed at class certification and
18 trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

19 In light of the Parties' respective legal positions and the risks of continued litigation, the Gross
20 Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable.
21 (*Id.*, ¶ 30).

22 **VII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE**
23 **AND SHOULD BE APPROVED**

24 Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
25 \$76,650.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
26 expenses totaling Twenty-Five Thousand Five Hundred Ninety-Seven Dollars and Forty Cents
27 (\$25,597.40) incurred in the prosecution of the Actions. (Kianfard Decl., ¶ 31). The requested fees
28 and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming

litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the Class Members. (Ibid).

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

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

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

Where the lawsuit results in the recovery of a fund or property benefiting others as well as plaintiff (e.g., a class action), the court has inherent equitable power to order plaintiffs attorney fees paid out of the common fund or property [citations]. Such fee spreading assures that all of those benefited by the litigation pay their fair share of obtaining the recovery.

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

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1 In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme Court stated:
2 “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others derive
3 benefits may require those passive beneficiaries to bear a fair share of the litigation costs.” Similarly,
4 in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme
5 Court recognized that the common benefit doctrine has been applied “consistently in California when
6 an action brought by one party creates a fund in which other persons are entitled to share.”

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

14 The Supreme Court noted that several courts have expressed frustration with the alternative
15 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
16 often indecipherable time records. (*Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th at 503; see *Lealao*
17 *v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D.
18 Cal 1989) 723 F. Supp. 1373, 1375). The percentage approach is preferable to the lodestar because:
19 (1) it aligns the interests of class counsel and absent class members; (2) it encourages efficient
20 resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it
21 reduces the demands on judicial resources. (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The
22 Ninth Circuit now routinely uses the percentage of the common fund approach to determine the award
23 of attorney’s fees. (*Lealao*, 82 Cal.App.4th at 30-31; see e.g., *In re Pac. Enters. Sec. Litig.* (9th Cir.
24 1995) 47 F.3d 373, 378-79 (approving attorney’s fee of 33%)).

25 A fee of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$76,650.00) is easily
26 within the range of reasonableness. Historically, courts have awarded percentage fees in the range of
27 20% to 50%, depending on the circumstances of the case. (See *In re Activision Sec. Litig.*, 723 F.
28 Supp. at 1378). According to Professor Newberg: “No general rule can be articulated on what is a

1 reasonable percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a
2 reasonable fee award from a common fund, in order to assure that fees do not consume a
3 disproportionate part of the recovery obtained for the class, though somewhat larger percentages are
4 not unprecedented.” (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel’s requested fee is
5 reasonable and falls well within the historical range of attorney’s fee awards under the common fund
6 theory. Based on Class Counsel’s showing of reasonableness, the Court should approve the requested
7 fees pursuant to the common fund approach.

8 **B. The Circumstances of this Case Support a Thirty-Five Percent Fee Award**

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

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

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

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

20 From the outset of the Actions to the present, prosecution of this matter has involved significant
21 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
22 with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this
23 matter with no guarantee of success. The risks of this matter are apparent in that class certification
24 would likely have been a hard-fought issue, especially given the uncertainty regarding certification of
25 cases such as this. Moreover, even if class certification were granted over Defendants’ opposition,
26 there was no assurance that Plaintiff would succeed at trial. (Kianfard Decl., ¶¶ 26-29). Despite such
27 challenges, Class Counsel was able to persuade Defendants that they faced significant liability
28 exposure such that they were willing to pay \$219,000.00 to settle the Class Members’ claims.

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

Class Counsel has substantial experience in wage-and-hour and other class action litigation,
including litigation involving the legal issues in this matter. (Kianfard Decl., ¶¶ 34 and 35). Class

1 Counsel's skill in developing a factual record and convincing Defendants of their litigation exposure
2 under California law was essential to achieving the Settlement. Through its skill and reputation, Class
3 Counsel was able to obtain a settlement that provides an outstanding result for Class Members. (*See*
4 *generally* Kianfard Decl.).

5 **E. The Results Achieved**

6 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'
7 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the
8 absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of
9 which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class
10 Members will be paid, on average, approximately \$288.45 each, which is intended to compensate them
11 for the alleged wage and hour violations they suffered during their employment. (Kianfard Decl., ¶
12 18). This is a significant benefit for the Settlement Class Members here as it represents a recovery for
13 highly disputed claims. Equally important is the fact that the State of California will receive
14 \$26,000.00 for enforcement of labor laws and education of employers. (*Id.*, ¶ 41).

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

21 **F. Preclusion of Other Employment**

22 As California law recognizes, Class Counsel's commitment to this litigation should not be
23 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
24 attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See*
25 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
26 additional work that was available, and which Class Counsel had to forego in order to devote the time
27 necessary to pursue this litigation. (Kianfard Decl., ¶ 33).

28 ///

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

2 Fee calculations under the lodestar method would result in a similar award, demonstrating the
3 fairness of Class Counsel’s percentage fee request. Under the lodestar method, a base fee amount is
4 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
5 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
6 various factors. (*Serrano III*, *supra*, 20 Cal.3d at 48). Class Counsel’s hourly rates are summarized
7 in the Kianfard Decl. at ¶¶ 34-35.

8 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the
9 relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Kianfard
10 Decl., ¶ 35). As a practical matter, few if any employees or consumers pay attorneys’ fees on an
11 hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a
12 stepped-up contingency fee (with the percentage increasing from one third to forty-five – and
13 sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if
14 the case goes to trial). (*Ibid*). Therefore, there is no customary hourly billing rate for work that is
15 routinely based on a contingent fee relationship, but the nature of class action work should be strongly
16 considered by the Court. (*Ibid*). Wage and hour work presents a specialized and challenging area of
17 law that is not within the knowledge of many lawyers. (*Ibid*). This kind of class action work requires
18 specialized learning and the willingness to take large risks. (*Ibid*).

19 Class Counsel has spent approximately 192.40 total hours litigating these claims to date.²
20 (Kianfard Decl., ¶ 35). Class Counsel expects to spend another 10 hours in connection with the final
21 approval process (including preparing for and attending the Final Approval Hearing, and managing
22 the Settlement through its conclusion, including anticipated communications with defense counsel, the
23 Settlement Administrator, our client, and Class Members). (*Id.*, ¶ 36). In addition to time spent during
24 litigation, reasonable hours also include the time spent before the Actions were filed, including time
25

26 ² In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence is required in
27 California to support a fee application. The court held: “Testimony of an attorney as to the number of hours worked on a
28 particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records.”
Id. There is no need to attach the voluminous invoices prepared in a case as a basis for an award of fees and costs. *Id.*
Through Class Counsel’s declaration in support of this application, however, Plaintiff presents a thorough breakdown of
the hours spent and costs incurred in prosecuting this class action. Pursuant to *Martino*, *supra*, this presentation is sufficient
to support the amount requested.

1 spent interviewing the client, investigating the facts and the law, preparing the initial pleadings, as
2 well as litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award
3 should include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982)
4 32 Cal .3d 621, 639 ("Serrano IV")). Based on the rates of Class Counsel, the total fees incurred to
5 date are \$173,748. (Kianfard Decl., ¶ 35). By the conclusion of this matter, the total fees are estimated
6 to be approximately \$179,248. (*Id.*, ¶ 36).

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

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

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

28 Given the unique reliance of our legal system on private litigants to enforce
substantive provisions of law through class and derivative actions, attorneys
providing the essential enforcement services must be provided incentives

roughly comparable to those negotiated in the private bargaining that takes place in the legal marketplace, as it will otherwise be economic for defendants to increase injurious behavior. It has therefore been urged (most persistently by Judge Richard Posner) that in defining a reasonable fee in such representative actions, the law should mimic the market.

In the class action context, that would mean attempting to award the fee that informed private bargaining, if it were truly possible, might have reached. The simplest way for the law to duplicate the bargain that informed parties would reach if agency costs were low is to look to fee award levels in actions brought by sophisticated private parties under the same or comparable statutes.

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

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

Accordingly, we hold that, in cases in which the value of the class recovery can be monetized with a reasonable degree of certainty and it is not otherwise inappropriate, a trial court has discretion to adjust the basic lodestar through the application of a positive or negative multiplier where necessary to ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation.

(*Id.* at 49-50).

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

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

Class Counsel's intention to request the Court's approval for payment of attorneys' fees was clearly disclosed to each Class Member in the Court-approved Class Notice. (*Kianfard Decl.*, ¶ 38; *See also*, *Tran Decl.*, Exh. A). As of the filing of this Motion, there has not been a single objection to the request for attorneys' fees. (*Tran Decl.*, ¶ 12). It is fair to conclude that the Class approves of/does not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's request for thirty-five percent (35%) of the Gross Settlement Amount, equaling Seventy-Six Thousand Six Hundred Fifty Dollars and Zero Cents (\$76,650.00), should be granted.

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

2 Class Counsel seeks reimbursement of a total amount of Twenty-Five Thousand Five Hundred
3 Ninety-Seven Dollars and Forty Cents (\$25,597.40) in costs and expenses in this matter, which
4 includes reasonable future costs for filing the Motion. (Kianfard Decl., ¶ 37 and Exh. 4). All costs
5 and expenses were reasonably incurred in prosecution of this matter.

6 **VIII. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS**
7 **REASONABLE**

8 The named Plaintiff should be awarded an Enhancement Payment in the amount of Five
9 Thousand Dollars and Zero Cents (\$5,000.00) for her services as the Class Representative and the
10 risks in connection with that role. (Kianfard Decl., ¶ 39). Enhancement awards in wage and hour
11 cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. (Ibid). Often,
12 multiple class representatives receive awards in the above range. (*See e.g., Munoz v. BCI Coca-Cola*
13 *Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of
14 \$10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir.
15 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) [“We also think there
16 is something to be said for rewarding those drivers who protect and help to bring rights to a group of
17 employees who have been the victims of discrimination.”]). Here, the requested Enhancement
18 Payment is modest, reasonable, and should be approved.

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

26 The requested award for Plaintiff is also reasonable given the financial and personal risk she
27 took in commencing the Actions, and in light of the benefits that her actions have conferred upon the
28 Class. (Harris Decl., ¶ 7; *See also Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp. 294,
299-300). Additionally, in considering a requested class representative enhancement award, courts

1 take into consideration a plaintiff's reasonable fear of retaliation. (*Staton v. Boeing Co.* (9th Cir. 2003)
2 327 F.3d 938, 977). Here, it is easy to see that a potential future employer could expend little effort
3 to discover Plaintiff brought the lawsuit – and based thereon, decline to offer Plaintiff employment.

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

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

23 **IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
24 **REASONABLE**

25 In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved,
26 Settlement Administration Costs not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00).
27 (*Kianfard Decl.*, ¶ 40). Apex Class Action LLC is the approved Settlement Administrator. (*Ibid.*). It
28 is an experienced class administrator and has adequately performed the administration tasks required
by the Preliminary Approval Order. Apex's *actual* costs to administer the Settlement are only Six

1 Thousand Seven Hundred Seventy-Five Dollars and Zero Cents (\$6,775.00). (Tran Decl., ¶ 19 and
2 Exh. B). Based thereon, the requested costs should be approved.

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

4 Pursuant to California Labor Code Section 2699(s)(1), the Superior Court shall review and
5 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
6 § 2699(s)(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
7 should be approved. As part of the Settlement, Defendants have agreed to pay Forty Thousand Dollars
8 and Zero Cents (\$40,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA,
9 of which the payment of Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00) (65% of the
10 PAGA Amount) will be paid to the LWDA for education and enforcement purposes. (Kianfard Decl.,
11 ¶ 41).

12 It is extremely common in approved wage and hour class action cases that settle that only a
13 small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to
14 class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
15 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
16 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
17 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
18 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
19 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
20 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
21 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
22 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
23 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
24 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
25 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here,
26 in these approved settlements, the parties generally maximized statutory penalties and minimized
27 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
28 California Labor Code violations. (Kianfard Decl., ¶ 42).

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

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

15 The Class Notice approved by the Court met these requirements: it identified the Parties and
16 described the Actions, the Class, the Gross Settlement Amount, the proposed method for distribution
17 of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to
18 Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees
19 and Costs to Class Counsel. (Kianfard Decl., ¶ 43; *see also* Tran Decl., Exh. A thereto). The Class
20 Notice described the proposed Settlement with enough specificity to allow each Class Member to
21 make an informed choice whether to accept and participate in it. (*Ibid*). It also explained how and
22 when Class Members may object to or opt out of the Class Settlement. (*Ibid*). Finally, the Class
23 Notice provided the date for the hearing on final approval of the Settlement and informed Class
24 Members how to obtain additional information about the Settlement. (*Ibid*).

25 **XII. CONCLUSION**

26 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
27 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
28 attorneys' fees to Class Counsel of \$76,650.00; (2) the requested reimbursement of actual costs and
expenses to Class Counsel of \$25,597.40; (3) the requested Enhancement Payment to Plaintiff of

1 \$5,000.00; and (4) the requested Settlement Administration Costs to the Settlement Administrator of
2 \$6,775.00; and permit the filing of a memorandum that exceeds the page limit.

3 Respectfully submitted,

4 Dated: June 23, 2026

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7 Attorneys for Plaintiff Gina Harris
8 and the Class
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