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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

BRIAN LOZA, as an individual and on behalf of all others similarly situated, Plaintiff, vs. HIDDEN VALLEY INVESTMENTS, INC., dba QUALITY CHEVROLET and QUALITY CHEVROLET COMMERCIAL TRUCK, a California Corporation; and DOES 1 through 100, Defendants.	CASE NO. 24CU009062C [*Case Assigned for all purposes to the Hon. Katherine A. Bacal; Dept. C-63]* **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA ACTION SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENT** Date: April 10, 2026 Time: 1:30 p.m. Dept.: C-63 Action Filed: September 3, 2024 Trial Date: None Set

PLEASE TAKE NOTICE that on April 10, 2026, at 1:30 p.m., or as soon thereafter as the matter may be heard in Department C-63 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, CA 92101, Plaintiff Brian Loza ("Plaintiff"), individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for entry of an Order pursuant to California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court:

1. Confirming the certification of the Settlement Class for settlement purposes under California Code of Civil Procedure § 382;
2. Confirming the appointment of Plaintiff Brian Loza as the Class Representative for settlement purposes;
3. Confirming the appointment of Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel for settlement purposes;
4. Granting final approval of the proposed Stipulation of Settlement ("Settlement Agreement");
5. Approving an award of $94,500.00 in attorneys' fees to Class Counsel;
6. Approving an award of $19,848.52 in litigation cost reimbursement to Class Counsel;
7. Approving an award of up to $6,990.00 in costs to Apex Class Action Administration ("Apex") for its settlement administration services;
8. Approving the allocation of $20,000.00 to PAGA penalties under the Settlement Agreement, including payment of $13,000.00 to the California Labor and Workforce Development Agency and distribution of $7,000.00 to Aggrieved Employees;
9. Approving a Class Representative Enhancement Payment of $10,000.00 to Plaintiff for his service as Class Representative; and
10. Entering final judgment in the form of the [Proposed] Judgment and Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payment (the "[Proposed] Judgment and Order") submitted herewith.

This Motion is made on the following grounds: (1) the Settlement Class continues to meet the requirements for class certification for settlement purposes only under Code of Civil Procedure § 382; (2) Plaintiff and Class Counsel continue to be adequate representatives of the Settlement Class; (3) the Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the requested awards of attorneys' fees and costs, the Class Representative Enhancement Payment, the allocation of PAGA penalties, including the LWDA payment, and settlement administration costs are all fair, adequate, and reasonable; and (5) in light of the foregoing, the [Proposed] Judgment and Order submitted concurrently herewith should be entered so as to give finality to, and allow for disbursements from the Settlement.

This Motion is based on this Notice of Motion; the attached Memorandum of Points and Authorities; the supporting declarations of Andrew J. Rowbotham, Paul K. Haines, Fletcher W. Schmidt, Brian Loza,[1] and Stacey Shim of Apex, and the exhibits attached thereto; the Settlement Agreement; all other pleadings and papers on file in this action; and any further oral or documentary evidence or argument presented at the time of hearing.

Dated: March 16, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________

Andrew J. Rowbotham
Attorneys for Plaintiff

[1] Plaintiff Brian Loza previously submitted his declaration in support of preliminary approval on October 22, 2025. For the Court's convenience, Plaintiff re-submits the same declaration in connection with this Motion.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Brian Loza ("Plaintiff") submits this Memorandum of Points and Authorities in support of his Motion for Final Approval of Class Action and PAGA Action Settlement on behalf of all current and former hourly-paid and/or non-exempt employees as well as those individuals who fall under the salesperson exemptions, who worked for Hidden Valley Investments, Inc. dba Quality Chevrolet and L&L Investments, Inc. dba Quality Chevrolet (collectively "Defendants") in the State of California at any time from September 3, 2023, through September 26, 2025 ("Class Period"). Plaintiff and Defendants are collectively referred to as "the Parties."

The non-reversionary $270,000.00 Settlement provides for payments to all 168 Participating Class Members. The average Individual Settlement Share is estimated to be approximately $706.32, with the highest estimated Individual Settlement Share being approximately $1,328.76. The Settlement also resolves Plaintiff's representative claim under the Private Attorneys General Act, Labor Code § 2698 *et seq*. ("PAGA"), providing compensation to the State of California and 170 Aggrieved Employees. The average Individual PAGA Payment is approximately $41.18. This Settlement represents an excellent result in light of the significant litigation risks and defenses raised by Defendants. Following mailing of the Court-approved Class Notice, Apex received no objections, two (2) requests for exclusion, and no disputes, resulting in 168 Participating Class Members out of 170 possible, or a 98.82% participation rate.

As discussed below, the Court should grant Plaintiff's Motion in its entirety because: (1) the Settlement Class continues to satisfy the requirements for certification under Code of Civil Procedure § 382; (2) the Settlement is fair, adequate, and reasonable in light of the Parties' disputes and litigation risks; and (3) the requested awards for attorneys' fees and costs, the Class Representative Enhancement Payment, the California Labor and Workforce Development Agency ("LWDA") payment, and settlement administration expenses are all reasonable and supported. Accordingly, the Court should enter the [Proposed] Judgment and Order submitted herewith.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendants are an automotive dealership headquartered in Escondido, California, engaged in the sale and service of new and used vehicles. Declaration of Andrew J. Rowbotham ("Rowbotham Decl."), ¶ 10. Defendants employed Plaintiff as a non-exempt lube technician from approximately January 2, 2024, to approximately December 2024. Declaration of Brian Loza ("Loza Decl."), ¶ 2. Plaintiff's job duties included tire rotations, inspections, oil changes, and other routine vehicle repairs. *Id.* Like all Settlement Class Members, Plaintiff was employed by Defendants during the Class Period and was subject to Defendants' allegedly unlawful wage and hour policies and practices. Loza Decl., ¶¶ 2-4.

On September 3, 2024, Plaintiff initiated the instant action against Defendants, alleging the following causes of action: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse necessary business expenditures; (6) wage statement violations; and (7) unfair competition. Rowbotham Decl., ¶ 11. On November 8, 2024, Plaintiff filed the operative First Amended Complaint, adding a cause of action for civil penalties under the PAGA (Labor Code § 2698, *et seq.*) based on the same underlying Labor Code violations. *Id.* After the lawsuit was filed, Defendants produced an arbitration agreement signed by Plaintiff and represented that all putative class members executed similar agreements during onboarding. *Id.*

Prior to reaching this proposed Settlement, Defendants provided Plaintiff with electronic timekeeping and payroll records for all Settlement Class Members covering the entire Class Period, along with key policy documents and relevant data points. Rowbotham Decl., ¶ 12. With the assistance of his retained expert, Plaintiff analyzed the data and created a class-wide exposure model. *Id*.

On July 28, 2025, the Parties participated in mediation with respected wage and hour class action mediator Tagore Subramaniam, Esq. Rowbotham Decl., ¶ 13. During mediation, the Parties exchanged divergent views on Defendants' liability, exposure, and underlying legal positions. *Id*. The Parties also considered the substantial litigation risk that, if the case did not resolve, Defendants would move to compel arbitration based on agreements signed by Plaintiff and other putative class members, which could have prevented adjudication of the claims on a classwide basis. *Id*. At the conclusion of the session, Mr. Subramaniam issued a mediator's proposal, which the Parties ultimately accepted. *Id.* The Court preliminarily approved the Settlement Agreement on November 14, 2025. Rowbotham Decl., Exhibit 1 (Preliminary Approval Order). Plaintiff provided the LWDA with the Settlement Agreement along with all moving papers associated with the Motion for Preliminary Approval. *Id.* Exhibit 3 (LWDA Submission Confirmation).

On December 30, 2025, Apex Class Action Administration ("Apex"), the Court-appointed Settlement Administrator, mailed the Court-approved Class Notice via U.S. First Class Mail to all 171 individuals listed on the Class List. Declaration of Stacey Shim ("Shim Decl."), ¶¶ 5-8, Exhibit A. Class Members had until February 13, 2026, to submit any disputes, objections, or requests for exclusion (the "Response Deadline"). Shim Decl., ¶¶ 10-12. On February 10, 2026, Apex removed one individual from the original 171-person Class List after Defense Counsel advised that the individual was the owner and therefore not a Class Member. *Id.*, ¶ 13. As of the Response Deadline, Apex had received no objections, two (2) requests for exclusion, and no disputes, leaving 168 Participating Class Members out of 170 possible, which constitutes a 98.82% participation rate. *Id.*, ¶¶ 10-14.

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Settlement Class Definition

The Settlement Class includes: "All current and former hourly-paid and/or non-exempt employees as well as those individuals who fall under the salesperson exemptions, who worked for Defendants Hidden Valley Investments, Inc. dba Quality Chevrolet and L&L Investments, Inc. dba Quality Chevrolet ('Defendants') in the State of California at any time from September 3, 2023, through September 26, 2025." *See* Rowbotham Decl., Exhibit 1.

B. Monetary Terms

Defendants will pay a non-reversionary Gross Settlement Amount ("GSA") of $270,000.00. *See* Settlement Agreement ¶ 10. The Net Settlement Amount ("NSA") is the remainder after deducting Court-approved amounts for attorneys' fees ($94,500.00), verified cost reimbursement ($19,848.52)[2], the Class Representative Enhancement Payment ($10,000.00), settlement administration costs ($6,990.00), and the entire amount designated as PAGA penalties ($20,000.00). *See id.*, ¶¶ 14, 27-30; Rowbotham Decl., ¶¶ 9, 14; Exhibit 2 (Cost Records). Based on these requested amounts, the NSA is estimated to be no less than $118,661.48. *See* Shim Decl., ¶ 15. For tax purposes, each Individual Settlement Payment will be allocated as 20% wages (subject to applicable withholdings), and 80% interest and penalties (not subject to withholdings). *See* Settlement Agreement ¶ 32.D. The PAGA penalties payable to Aggrieved Employees will be allocated 100% to penalties (not subject to withholdings). *Id*. Further, Defendants will pay the employer's share of payroll taxes separately from, and in addition to, the GSA. *Id*., ¶ 10.

C. Summary of Notice Process

On December 9, 2025, Counsel for Defendants provided Apex with the Class List, which contained the names, Social Security numbers, last known mailing addresses, dates worked during the Class Period and PAGA Period, and the total number of relevant workweeks worked by each Settlement Class Member. Shim Decl., ¶ 5. The Class List consisted of 171 individuals. *Id*. Apex then ran the mailing addresses through the National Change of Address database and, on December 30, 2025, mailed the Court-approved Class Notice by U.S. First Class Mail to all 171 individuals listed on the Class List. *Id*., ¶¶ 6-7, Exhibit A. After the initial mailing, 12 notices were returned as undeliverable, Apex skip-traced those notices, and successfully re-mailed 9 notices to updated addresses. *Id*., ¶¶ 8-9.

Class Members had until February 13, 2026, to submit objections, disputes, or requests for exclusion. Shim Decl., ¶¶ 10-12. Apex received two (2) Requests for Exclusion, no objections, and no disputes. *Id.* On February 10, 2026, Apex removed one individual from the original 171-

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[2] Class Counsel's cost records reflect $19,643.52 in out-of-pocket litigation expenses incurred to date. Rowbotham Decl., ¶¶ 9, 15; Exhibit 2 (Cost Records). Plaintiff seeks reimbursement of a total of $19,848.52, which includes an additional $205.00 in reasonably anticipated future costs. These projected costs are associated with the filing and service of the Motion for Final Approval, which will be incurred following submission of this motion, the cost of the Settlement Administrator's final accounting declaration, and the costs of the Final Disbursement Declaration, which will be prepared after disbursement of the Settlement proceeds and expiration of the check cashing deadline. These costs are both foreseeable and necessary to fully implement the terms of the Settlement and to complete the final approval process.

person Class List because that individual was the owner and therefore did not meet the definition of a Class Member. *Id.*, ¶ 13. Accordingly, there are 168 Participating Class Members out of 170 possible, which constitutes 98.82% of the Settlement Class. *Id.*, ¶ 14.

D. Timing of Payments

Within 60 days of the Effective Date, Defendants will deposit the GSA and employer's share of payroll taxes. Settlement Agreement ¶ 32.C. Within ten (10) calendar days following Defendants' deposit of the GSA, the Settlement Administrator will calculate Settlement Payment amounts and provide the same to counsel for review and approval. *Id.* Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Settlement Payments, less applicable taxes and withholdings, to participating Class Members. *Id.*

Individual Settlement Payment and Individual PAGA Payment checks will remain valid and negotiable for one hundred eighty (180) calendar days after the date of issuance. Settlement Agreement ¶ 32.E. After that 180-day period, the Settlement Administrator will cancel any uncashed checks and transmit the funds to the California Controller's Unclaimed Property Fund in the name of the person to whom the check was issued. *Id*.

The Parties submit that the distribution method outlined in the Settlement is reasonable and consistent with a party-selected distribution under California law. Because all uncashed funds will be transferred to the California State Controller's Unclaimed Property Fund in the name of the Settlement Class Member to whom the check was issued, no portion of the GSA will remain "unpaid, unclaimed, or abandoned," and California Code of Civil Procedure § 384 will be satisfied.

IV. ARGUMENT

A. The Court Should Confirm Certification of the Settlement Class Under § 382

Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable, and its members are too numerous for joinder to be practical; (2) the representative and absent class members share a community of interest, and common questions of law and fact predominate over individual issues; (3) the representative's claims are typical of the class's claims; and (4) the representative will fairly and adequately represent the class's interests. *See Richmond v. Dart Industries, Inc*. (1981) 29 Cal.3d 462, 470.

Here, the Court determined that the Settlement Class satisfies all requirements for class certification for settlement purposes when it granted preliminary approval on November 14, 2025. *See* Rowbotham Decl., Exhibit 1. Since then, no events have undermined this determination. To the contrary, the Settlement Class has overwhelmingly supported the Settlement, with no objections and a 98.82% participation rate. *See* Shim Decl., ¶¶ 11, 14. Accordingly, the Court should confirm its conditional certification of the Settlement Class.

B. <u>Settlement Merits Final Approval as Fair and Reasonable</u>

California courts strongly favor settlement. *See Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action settlements require court approval to prevent fraud, collusion, and unfairness to class members. *See Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-79. This process includes preliminary approval, notice to class members, and a final fairness and approval hearing, where class members may be heard regarding the settlement.

Now that the Settlement Administrator has provided notice to the Settlement Class, Plaintiff respectfully requests that the Court grant final approval of the Settlement as fair, adequate, and reasonable.

1. The Settlement Was Reached Through Arm's-Length Negotiations

A settlement is presumptively fair when it is reached through arm's-length bargaining, based on sufficient discovery and investigation to allow counsel and the Court to act intelligently, involves experienced counsel, and faces minimal objections. *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1802. A trial court has broad discretion in determining whether a proposed settlement is fair under the circumstances. *Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438. The primary concern in exercising this discretion is ensuring that the settlement is "fair, adequate, and reasonable." *Dunk, supra*, 48 Cal.App.4th at 1801 (internal quotations omitted).

Relevant factors include:

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

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

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

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

Here, the Settlement resulted from extensive arm's-length negotiations between experienced counsel with the assistance of a respected neutral mediator. The Settlement is fair, adequate, and reasonable for all Class Members. While Plaintiff maintains that the claims are meritorious, Plaintiff acknowledges the substantial risks and uncertainty in proceeding with class certification and eventually trial, which justify a downward departure from the maximum exposure that Plaintiff calculated each claim carried.

As detailed in Plaintiff's Motion for Preliminary Approval, Defendants contend that they maintained lawful timekeeping policies and that their policy required employees to don and doff protective gear and wash their hands while on the clock. Rowbotham Decl., ¶ 16. Defendants further assert that they did not pressure employees to interrupt or work through their meal periods. *Id*. Defendants argue that any bonus payments made were purely discretionary and were therefore properly excluded from the regular rate of pay, and that determining whether each bonus was discretionary or non-discretionary requires individualized evidence regarding the circumstances and intent underlying each payment. *Id.*

In response to Plaintiff's arguments that Defendants regularly failed to provide compliant meal periods, Defendants argue they maintained lawful meal period policies and practices throughout the Class Period. Rowbotham Decl., ¶ 17. To the extent Defendants' records reflect any apparent meal period violations, Defendants assert that such instances resulted from employee choice rather than from any policy or practice preventing employees from taking compliant meal periods. *Id*. Defendants further maintain that, to the extent a rebuttable presumption of noncompliance arises, they would rebut that presumption by showing that any missed, short, or delayed meal periods resulted from employee-specific circumstances rather than from any uniform policy. *Id.*

Defendants further contend that they maintained a facially compliant written rest period policy throughout the Class Period, consistently authorized and permitted rest periods in accordance with that policy, and did not impede employees' ability to take them. Rowbotham Decl., ¶ 18. Defendants argue that Plaintiff's rest period claim is not suitable for class certification because, unlike meal periods, rest periods are not recorded, and no common proof exists to show whether employees were denied compliant rest periods. *Id.*

For Plaintiff's derivative claims for wage statement, waiting time, and PAGA penalties, Defendants argue that the alleged wage statement violations were not "knowing and intentional," and that Plaintiff cannot show he "suffer[ed] injury," as required by Labor Code § 226(e) for imposition of penalties. *See Amaral v. Cintas Corp.* (2008) 163 Cal. App. 4th 1157, 1201. Defendants further contend that they possess strong, good faith defenses to Plaintiff's underlying claims, thus precluding recovery of waiting time penalties (which are only available for the "willful" failure to pay wages). *See* 8 Cal. Code Regs. § 13520 ("[A] good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203..."); *Naranjo v. Spectrum Security Services, Inc*. (2023) 88 Cal.App.5th 937, 948 ("The trial court, therefore, properly denied waiting time penalties under section 203 based on its finding that Spectrum did not 'willfully' fail to pay timely wages.") Defendants also maintain that, given their good-faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it found Defendants liable for any of Plaintiff's underlying claims. Rowbotham Decl., ¶ 19; *see also* Labor Code § 2699(e)(2).

These considerations heavily influenced the Settlement negotiations and confirm that the Settlement is fair, adequate, and reasonable given the risks of continued litigation. As detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff and Class Counsel conducted a detailed analysis of Defendants' data to determine the calculated damages figures. Only after this comprehensive analysis did the Parties participate in mediation and agree to the Settlement now before the Court. Thus, while these risks are not exhaustive, they demonstrate that the Settlement is fair, adequate, and reasonable.

2. Settlement Compensation Is Fair, Adequate, and Proportional

Apex will calculate and distribute Individual Settlement Payments based on each participating Class Member's pro rata share of the Net Settlement Amount, determined by the number of workweeks they worked during the Class Period. *See* Settlement Agreement ¶ 32.B.i. Each participating Class Member's payment from the NSA will be calculated by multiplying the NSA by a fraction, the numerator of which is the participating Class Member's number of workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all participating Class members during the Class Period. *Id*.

In addition, 35% of the $20,000.00 in PAGA penalties (i.e., $7,000.00) will be distributed to all 170 Aggrieved Employees, regardless of whether they opted out of the class settlement. *See* Settlement Agreement ¶¶ 29, 32.B.ii; Shim Decl., ¶ 17. Each PAGA Member will receive a share of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period compared to the number of pay periods worked by all PAGA Members during the PAGA Period. *Id*., ¶ 32.B.ii. Based on Apex's estimates, the highest Individual PAGA Payment is approximately $77.56, the average Individual PAGA Payment is approximately $41.18, and the lowest Individual PAGA Payment is approximately $0.71. Shim Decl., ¶ 18.

This distribution methodology fairly compensates Settlement Class Members and Aggrieved Employees in proportion to the extent of their alleged exposure to wage and hour violations, with higher payments allocated to those who worked more weeks or pay periods. The formula is directly tied to the damages and penalties that employees could have recovered at trial and is therefore fair, adequate, and reasonable.

3. The 98.8% Participation Rate Supports Final Approval

The Settlement Class Members' response is a relevant factor in determining whether the Settlement merits final approval. *Dunk, supra*, 48 Cal.App.4th at 1801. Moreover, the absence of objections and requests for exclusion supports a presumption of fairness. *See 7-Eleven Owners for Fair Franchising v. Southland Corp*. (2000) 85 Cal.App.4th 1135, 1152-53 (finding that 9 objections and 80 opt-outs from a class of 5,454 demonstrated a "particularly impressive" favorable response).

Here, no Class Members objected and only two (2) individuals requested exclusion, resulting in a 98.82% participation rate. Shim Decl., ¶¶ 10-14. This overwhelmingly positive response further confirms that the Settlement is fair, adequate, and reasonable.

C. **The Requested Fee Award is Reasonable as a Percentage of the Common Fund Confirmed by a Lodestar "Cross-Check"**

Plaintiff and Settlement Class Members, as the prevailing parties in settlement, are entitled to recover their attorney's fees and costs for their wage claims. *See* Lab. Code §§ 226(e), 1194, 2699(g); Cal. Code Civ. Proc. § 1021.5. An attorneys' fee award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See e.g.*, *Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Cmmty. for Independent Living, Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983).

When a settlement results in a common fund for the benefit of a class, class counsel may be awarded fees as a percentage of the common fund. *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 254 (2001) (recognizing the "percentage of recovery" method). The California Supreme Court confirmed in *Laffitte v. Robert Half Int'l, Inc.* that "[t]he percentage of fund method survives in California class action cases." 1 Cal.5th 480, 506 (2016). In *Laffitte*, the California Supreme Court held:

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

Id. at 503; *see also*, *e.g.*, *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) ("when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund."); *Serrano v. Unruh*, 32 Cal.3d 621, 627 (1982) (in awarding a fee from the common fund obtained for the benefit of all parties, trial court acts within its equitable power to prevent the other parties' unjust enrichment); *Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (percentage-of-the-fund method more accurately reflects the results achieved for the putative class than the lodestar method and "establishes reasonable expectations on the part of plaintiffs' attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation."); *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) ("The percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund 'in a manner that rewards counsel for success and penalizes it for failure.").

Here, Class Counsel's fee request of $94,500.00 (35% of the Gross Settlement Amount) is fair and reasonable based on a percentage of the recovery. "Regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008). This is also consistent with Class Counsel's experience in similar wage and hour class action matters. *See* Rowbotham Decl., ¶ 20. Thus, the percentage sought by Class Counsel here (the same percentage approved in *Laffitte*) is reasonable.

The California Supreme Court in *Laffitte* also held trial courts have discretion to assess the reasonableness of fee awards with tools such as the "lodestar cross-check," whereby the trial court calculates counsel's lodestar and determines whether the "lodestar multiplier" needed to bring the lodestar on par with the percentage of recovery is reasonable. *Laffitte*, 1 Cal.5th at 503-6. While a trial court may utilize the lodestar cross-check, it need not do so. *Id.*, at 506 ("[w]e hold further that the trial courts have discretion to conduct a lodestar cross-check on a percentage fee, as the court did here; they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.").

Under the lodestar method, the court multiplies the number of hours reasonably expended by each attorney or legal staff member by their reasonable hourly rates, then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the contingent nature of the case and the degree of success achieved. *See Serrano v. Priest*, 20 Cal.3d at 48-49; *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-36 (2001); *Thayer v. Wells Fargo Bank*, 92 Cal. App. 4th 819, 834 (2001) ("There is no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation").

Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See*, *e.g.*, *Chavez*, 162 Cal. App. 4th at 49-50 (approving multiplier of approximately 2.5); *Coalition for L.A. County Planning etc. Interest v. Bd. of Supervisors*, 76 Cal. App. 3d 241, 251 (1977) (approving multiplier of about 2.04); *Gutierrez v. Wells Fargo Bank, N.A.*, 2015 WL 2438274, at *7 (N.D. Cal. May 21, 2015) ("Accordingly, this order allows a multiplier of 5.5 mainly on account of the fine results achieved on behalf of the class, the risk of non-payment they accepted, the superior quality of their efforts, and the delay in payment."); *Uschold v. NSMG Shared Servs., LLC*, 2020 WL 3035776, at *16 (N.D. Cal. June 5, 2020) (approving multiplier of 4.0); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002) (affirming multiplier of 3.65); *In re Apple iPhone/iPod Warranty Litig.*, 40 F. Supp. 3d 1176, 1181 (N.D. Cal. 2014) ("Furthermore, plaintiffs are correct that the resulting [3.62 times] multiplier … would not be out of bounds, given the success they achieved in this action and the other relevant factors."). In class actions such as this one, where the value of the benefit conferred to the class "can be monetized with a reasonable degree of certainty," the court may "adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 557 (2009); *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 47 (2000) ("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.”).

In this case, Class Counsel’s lodestar is approximately $119,350.00, and the requested fee of $94,500.00 reflects a lodestar multiplier of approximately 0.79, which is a discount of approximately 21% from lodestar. Rowbotham Decl., ¶ 21. A general summary showing the number of hours of work performed by each attorney and firm paralegals is set forth below. Class Counsel submit that the billing rates used are reasonable in view of the evidence submitted herewith. Rowbotham Decl., ¶¶ 9, 21; Exhibit 5 (2026 *Laffey* Matrix).

Name	**Rate**	**Hours**	**Pre-Multiplier Lodestar**
Paul K. Haines (20th Year Attorney)	$975	25.5	$24,862.50
Fletcher W. Schmidt (14th Year Attorney)	$875	37.9	$33,162.50
Andrew J. Rowbotham (12th Year Attorney)	$775	66.2	$51,305.00
First Year Attorneys	$400	19.9	$7,960.00
Firm Paralegals	$200	10.3	$2,060.00
Total Lodestar			**$119,350.00**

San Diego Superior Court judges have approved fee awards above one-third, including in *Harris et al. v. ABC Supply Co*., Case No. 37-2015-00034624-CU-OE-CTL, fee award of $933,695.00, representing 35% of the common fund, and *Johnson v. Americare Health & Retirement Inc*., Case No. 37-2022-00051286-CU-OE-CTL, $514,500 in fees, 35% of the $1,470,000 common fund. This confirms that a 35% request falls comfortably within the range of reasonable awards warranting approval.

Even when the Court uses a lodestar cross-check, the lodestar calculation does not end the analysis. “The product of reasonable hours times a reasonable rate does not end the inquiry.” *Hensley v. Eckerhart*, 461 U.S. 424, 434 (1983). **Courts consider results first, and “[f]oremost among these considerations … is the benefit obtained for the class.”** *In re Bluetooth Headset Prods. Liab. Litig*., 654 F.3d 935, 942 (9th Cir. 2011). California courts likewise evaluate the contingent risk, the complexity and difficulty of the issues, the skill displayed, and the success achieved when deciding whether a multiplier is warranted. *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553, 579 (2004), as modified (Jan. 12, 2005) ("[Lodestar] may be adjusted by the court based on factors including ... (1) the novelty and difficulty of the questions involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, (4) the contingent nature of the fee award.").

The fee award requested here is justified because Class Counsel achieved a significant monetary recovery for the Settlement Class in an uncertain and risky case while bearing the substantial burdens of representation on a contingency basis, and the fees requested are in line with the market rate. *Vizcaino, supra,* 290 F.3d at 1048-51 (finding that exceptional results in a contingency case, significant risk and the absence of supporting precedents, are proper considerations in awarding attorney's fees).

The fee request is further justified because Class Counsel negotiated a substantial recovery for the Settlement Class, and not a single Settlement Class Member objected to the Settlement, including Class Counsel's requested fee. *See* Shim Decl., ¶ 11. In addition**, the average estimated Settlement Award in this case of $706.32 exceeds average payments in similar wage and hour class action settlements**. *See, e.g.*, *Sorenson v. PetSmart, Inc.*, No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class action settlement approved where average class member recovery was approximately $60); *Schiller v. David's Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001 (E.D. Cal. June 11, 2012) (finding that average payment to class members of less than $200 was a "good" result); *Williams v. Centerplate, Inc.*, No. 11-CV-2159 HKSC, 2013 WL 4525428 (S.D. Cal. Aug. 26, 2013) (granting final approval of class action settlement where average recovery for each class member was approximately $108 and describing result as "very favorable"). The fact that Class Counsel achieved these results in the face of serious defense challenges, and in an uncertain legal landscape, confirms the strength of the results achieved.

As discussed above and in Plaintiff's Motion for Preliminary Approval, Defendants presented numerous defenses that could seriously limit or outright prevent potential recovery on Plaintiff's claims, including the threat of compelling arbitration based on agreements signed by

Plaintiff and other putative class members. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation and expending considerable effort, all while working on a pure contingency basis. Since undertaking representation of Plaintiff, Class Counsel have borne all costs of litigation without receiving any compensation to date. *See* Rowbotham Decl., ¶ 9; Exhibit 2. During this time, Class Counsel has incurred litigation costs, and devoted substantial time to this litigation. *Id*.

Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, conducting extensive informal discovery, analyzing Settlement Class Members' timekeeping and payroll records with the help of a retained expert, creating a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the long-form Settlement Agreement, preparing the Motion for Preliminary Approval, overseeing the Notice process and fielding questions from Settlement Class Members, preparing this Final Approval Motion, and otherwise litigating the case. Rowbotham Decl., ¶ 22. In addition, Class Counsel anticipates expending additional efforts appearing at the Final Approval Hearing, overseeing the settlement distribution process, and working with the Settlement Administrator to submit a report to the Court after distribution. *Id*. Given the considerable potential for adverse outcomes, the contingent risk borne by counsel in this case was great.

Class Counsel's experience also supports the reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and hour class action litigation, with decades of combined experience litigating similar claims. Rowbotham Decl., ¶¶ 2-8; *see also* Declaration of Paul K. Haines, ¶¶ 2-11; Declaration of Fletcher W. Schmidt, ¶¶ 2-10. Class Counsel have been certified as class counsel in numerous other cases. *Id.* Their experience in similar matters was integral in evaluating the strengths and weaknesses of the case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive law, as well as class action procedural law.

Because it is reasonable to compensate Class Counsel commensurate with their skill, reputation, and experience, a fee award of 35% of the Gross Settlement Amount is reasonable. Thus, Class Counsel submit the requested fee award is fair, reasonable, and adequate and should be approved.

D. The Requested Cost Reimbursement Warrants Final Approval

Class Counsel incurred and respectfully requests reimbursement of $19,848.52 in litigation costs, which is significantly less than the $30,000.00 maximum amount preliminarily approved by the Court in the Settlement Agreement. *See* Rowbotham Decl., ¶¶ 9, 23; Exhibits 1-2[3]; *see* Settlement, ¶ 27. Any portion of the requested costs that is not awarded by the Court shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members. *Id*.

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

Notably, no Settlement Class Member objected to the Settlement, including Class Counsel's request for up to $30,000.00 in litigation cost reimbursement. Shim Decl., ¶ 11. Because the requested expenses were reasonably incurred, and no objections were raised, the Court should grant Class Counsel's request for litigation cost reimbursement.

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[3] Class Counsel retained Lawrence W. Beall, Esq., of AttorneyTalk, to perform expert analyses in support of Plaintiff's claims, including evaluation of class-wide damages exposure. Class Counsel submits copies of Mr. Beall's invoices in support of Plaintiff's request for reimbursement of litigation costs. Rowbotham Decl., ¶ 24, Exhibit 4 (Expert Invoices).

E. The Court Should Finally Approve the Settlement Administration Costs

Plaintiff also requests that the Court approve up to $6,990.00 in administration costs to Apex Class Action Administration, the Court-appointed Settlement Administrator. Rowbotham Decl., ¶ 25; Shim Decl., ¶ 19. As detailed in the Declaration of Stacey Shim, Apex performed the essential duties required to administer the Settlement and implement the Court-approved notice process. Specifically, Apex processed the Class List, ran the mailing addresses through the National Change of Address database, mailed the Court-approved Class Notice in English and Spanish, handled returned mail and skip tracing, processed requests for exclusion, tracked objections and disputes, and will perform the post-approval tasks required by the Settlement, including calculating final settlement payments, issuing checks, and handling tax reporting. Shim Decl., ¶¶ 3, 5-9, 19. Accordingly, the requested administration costs are fair, reasonable, and consistent with the scope of work required under the Settlement Agreement and should be granted final approval.

F. The Court Should Approve the Requested Enhancement Payment

Courts routinely approve service payments to compensate named plaintiffs for their efforts and the risks they assume in class action litigation. *See, e.g., Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding service payments for efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294 (approving a $50,000.00 service payment).

Here, Plaintiff seeks a Class Representative Enhancement Payment of $10,000.00, which is reasonable given his substantial efforts in this case, the risks he undertook on behalf of the Settlement Class, and his agreement to a general release of claims, including a waiver of California Civil Code § 1542. Rowbotham Decl., ¶ 26; Loza Decl., ¶ 4-5; Settlement Agreement ¶¶ 28, 40. This amount is well within the range of Enhancement Payments regularly approved by California courts. *See, e.g., Fidelina Rangel v. Forest River, Inc.*, Case No. CIVD1706616, San Bernardino County Superior Court, Hon. David Cohn, presiding (awarding $10,000 enhancement to the named plaintiff); *Anthony Controulis, et al. v. Anheuser-Busch, LLC*, Case No. BC518518, Los Angeles County Superior Court (awarding $10,000 enhancement to each of two named plaintiffs); *Damontae Levinston, et al. v. Commerce Distribution Company LLC, et al.*, Case No. 22STCV05730, Los Angeles County Superior Court (awarding $10,000 enhancement to each of four named plaintiffs); *Torres Dawson, et al. v. Wonderful Pistachios and Almonds, LLC*, Kern County Superior Court, Case No. BCV-17-100848 (same); *Koreisz v. On Q Financial Inc.*, Ventura County Superior Court, Case No. 56-2018-00517126-CU-OE-VTA (same).

Plaintiff's contributions to this case were extensive. Specifically, Plaintiff searched for relevant documents, provided factual information to Class Counsel, participated in various phone calls with Class Counsel to discuss the claims in the lawsuit and Defendants' policies and practices, assisted Class Counsel in their preparation for mediation and made himself available during mediation to answer factual questions posed by opposing counsel and the mediator. Rowbotham Decl., ¶ 27; Loza Decl., ¶¶ 4-5. Additionally, Plaintiff undertook significant risks by agreeing to serve as the named plaintiff in this case (as potential employers can now search his name and determine he has previously sued an employer), and he agreed to a general release of all claims subject to a waiver of California Civil Code § 1542, which is a broader general release than what other Class Members provided. *See* Settlement Agreement, ¶¶ 38, 40.

Plaintiff spent at least 25 hours performing these duties for the Settlement Class. Loza Decl., ¶ 5. Plaintiff's participation directly benefited the Settlement Class, as they would not be receiving compensation absent his decision to pursue these claims. Rowbotham Decl., ¶ 28. Moreover, after receiving notice of the Settlement, including the proposed Enhancement Payment, no Settlement Class Member objected. Shim Decl., ¶ 11. Accordingly, Plaintiff's request for a $10,000.00 Enhancement Payment is fair, reasonable, and justified and should be finally approved.

V. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this Motion in its entirety and enter the [Proposed] Judgment and Order Granting Final Approval of Class Action and PAGA Action Settlement, Attorneys' Fees and Costs, and Class Representative

Enhancement Payment, submitted herewith.

Dated: March 16, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________________
Andrew J. Rowbotham
Attorneys for Plaintiff