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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

MARISSA RIEMANN, individually, and on behalf of other similarly situated employees and aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

QUANTUM DESIGN, INC.; QUANTUM DESIGN INTERNATIONAL, INC.; and DOES 1 through 25, inclusive,

Defendants.

Case No. 24CU009870C

Honorable Katherine A. Bacal
Department C-63

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 21, 2026
Time: 1:30 p.m.
Dept: C-63

Complaint Filed: September 6, 2024
FAC Filed November 12, 2024
Trial Date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on August 21, 2026 at 1:30 p.m. in Department C-63 of the above-captioned Court located at 330 West Broadway, San Diego, California 92101, pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and California Labor Code section 2699(s)(2), Plaintiff Marissa Riemann ("Plaintiff") will and hereby does move the Court for an Order granting final approval of the proposed class action and Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA") settlement between Plaintiff and Defendants Quantum Design, Inc. and Quantum Design International, Inc. (together, "Defendants").

Plaintiff requests that the Court enter an Order:

1. Granting final approval of the class action and PAGA settlement;

2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement"), including payment by Defendants of the Gross Settlement Amount of One Million Two Hundred Ninety Thousand Dollars and Zero Cents ($1,290,000.00) equal to the amounts to pay: (1) the Settlement Class Members and PAGA Employees pursuant to the terms of the Settlement; (2) the Court-approved Attorneys' Fees and Costs to Class Counsel; (3) the Court-approved Enhancement Payment to Plaintiff; (4) the Court-approved Settlement Administration Costs; and (5) the Court-approved payment to the California Labor and Workforce Development Agency ("LWDA") pursuant to PAGA.

3. Approving Class Counsel's request for thirty-five percent (35%) of the Gross Settlement Amount, i.e., Four Hundred Fifty-One Thousand Five Hundred Dollars and Zero Cents ($451,500.00) in attorneys' fees, plus reimbursement of actual costs and expenses in the amount of Twenty-Six Thousand Three Hundred Fifty-Six Dollars and Seventeen Cents ($26,356.17);

4. Approving the Enhancement Payment to Plaintiff in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) in recognition of her services to the Class;

5. Approving the Settlement Administration Costs to ILYM Group, Inc. in the amount of Seven Thousand Two Hundred Fifty Dollars and Zero Cents ($7,250.00); and

8. Approving a PAGA Amount of Fifty Thousand Dollars and Zero Cents ($50,000.00) allocated to civil penalties under PAGA, of which sixty-five percent (65%), or Thirty-Two Thousand Five Hundred Dollars and Zero Cents ($32,500.00), will be paid to the LWDA as of the , and the remaining thirty-five percent (35%), or Seventeen Thousand Five Hundred Dollars and Zero Cents ($17,500.00), will be paid to the PAGA Employees.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which requires approval by the Court of a class action settlement.

This Motion is based on the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Class Counsel (Lizeth Marin), the Class Representative (Marissa Riemann), and the Settlement Administrator (Garvin Brown of ILYM Group, Inc.), 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: July 2, 2026

BLACKSTONE LAW, APC

By: Lizeth Marin
Lizeth Marin
Attorney for Plaintiff Marissa Riemann and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Marissa Riemann ("Plaintiff") seeks final approval of the class action and PAGA settlement reached with Defendants Quantum Design, Inc. and Quantum Design International, Inc. (together, "Defendants"). Subject to Court approval, Plaintiff and Defendants (collectively, the "Parties") have entered into the Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement," "Settlement," or "SA") for a total amount of One Million Two Hundred Ninety Thousand Dollars and Zero Cents ($1,290,000.00) ("Gross Settlement Amount"). (*See* Declaration of Lizeth Marin in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs ["Marin Decl."], ¶ 10, Exh. 1).

The Court conditionally certified, for Settlement purposes only, the Class defined as: "All current and former non-exempt employees who worked for Defendants in California at any time during the Class Period" ("Class" or "Class Members"). (SA, ¶ 9.b; Marin Decl., ¶ 8). The "Class Period" is defined as the period from September 6, 2020 through November 3, 2025. (SA, ¶ 9.f; Marin Decl., ¶ 8). The "Settlement Class" consists of all Class Members who did not submit a timely and valid Request for Exclusion. (SA, ¶ 9.mm; Marin Decl., ¶ 8). The "PAGA Employees" consist of "all current and former non-exempt employees who worked for Defendants in California at any time during the PAGA Period." (SA, ¶ 9.y; Marin Decl., ¶ 8). The "PAGA Period" is defined as the period from September 6, 2023 through November 3, 2025. (SA, ¶ 9.aa; Marin Decl., ¶ 8).

As discussed herein, the proposed Settlement satisfies all the criteria for final settlement approval under California law because it is fair, adequate, and reasonable. (Marin Decl., Exh. 1; *See also, Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1801). The response of the Class to the Settlement confirms that final settlement approval is appropriate. There have been no objections to and only one (1) Request for Exclusion from the Class Settlement. (Declaration of Garvin Brown of ILYM Group, Inc. Regarding Notice and Settlement Administration ["Brown Decl."], ¶¶ 9 and 10).

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Because the Settlement achieves outstanding results for the Settlement Class Members, the PAGA Employees, and the State of California, Plaintiff respectfully requests, on behalf of the Class and without opposition from Defendants, that the Court approve the Settlement as fair, adequate, and reasonable, and enter a Final Approval Order and Judgment in accordance with the Settlement's terms.

Plaintiff seeks the Court's approval of Class Counsel's Attorneys' Fees and Costs award of thirty-five percent (35%) of the Gross Settlement Amount, equaling Four Hundred Fifty-One Thousand Five Hundred Dollars and Zero Cents ($451,500.00), plus reimbursement of actual litigation costs and expenses in the amount of Twenty-Six Thousand Three Hundred Fifty-Six Dollars and Seventeen Cents ($26,356.17). (SA, ¶¶ 9.a and 12). Class Counsel's request for an award of Attorneys' Fees and Costs is reasonable and appropriate in light of the outstanding work performed by Class Counsel in the matter, the contingent nature of this action, and the results achieved under the Settlement. (*See Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

Plaintiff also requests the Court's approval of the amount to be paid to Plaintiff of Ten Thousand Dollars and Zero Cents ($10,000.00) ("Enhancement Payment") for her services on behalf of the Class. (SA, ¶¶ 9.m and 13). This amount proposed to be awarded to Plaintiff is fair and reasonable for the reasons Plaintiff provided in her declaration. (*See* Declaration of Plaintiff Marissa Riemann in Support of Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs ["Riemann Decl."] filed concurrently herewith). Courts approve incentive awards to plaintiffs when justified and appropriate to compensate plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

Finally, Plaintiff requests that the Court approve the payment of Seven Thousand Two Hundred Fifty Dollars and Zero Cents ($7,250.00) ("Settlement Administration Costs") to ILYM Group Inc. ("Settlement Administrator") as compensation for its administration services it has and will provide in connection with the Settlement. (SA, ¶ 9.ll and 15; *See, generally*, Brown Decl.).

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II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendants are the leading manufacturer for material characterization systems for scientists in the fields of physics, chemistry, biotechnology, materials science, and nanotechnology. Plaintiff was employed by Defendants as an hourly-paid, non-exempt Material Coordinator from approximately June 2019 to approximately October 2023. (Riemann Decl., ¶ 2).

On September 3, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") by online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendants ("PAGA Letter"). (SA, ¶ 1; Marin Decl., ¶ 2).

On September 6, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.*, San Diego County Superior Court Case No. 24CU009870C ("Action"), thereby commencing a putative class action against Defendants. (SA, ¶ 2; Marin Decl., ¶ 3).

On November 12, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action. (SA, ¶ 3; Marin Decl., ¶ 4). The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to timely pay wages upon termination, failure to reimburse necessary business expenses; for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations; and for civil penalties under PAGA based on the aforementioned California Labor Code violations. (SA, ¶ 4; Marin Decl., ¶ 4).

On September 3, 2025, the Parties participated in a formal mediation conducted by Gig Kyriacou, Esq. ("Mediator"), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator's evaluations, the Parties were able to reach an agreement to resolve this Action on a class and representative basis. (SA, ¶ 7; Marin Decl., ¶

5). The Parties then worked diligently to negotiate and memorialize the terms in the Settlement Agreement. (Marin Decl., ¶ 5).

On December 22, 2025, the Parties executed the Settlement Agreement. (*Id*., ¶ 6 and Exh. 1).

On January 22, 2026, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval") and supporting documents. (*Id*., ¶ 7). On February 20, 2026, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the terms of the Settlement Agreement, the Notice of Class Action Settlement ("Class Notice"), and the proposed administration procedures and associated deadlines. (*Id*., ¶ 7 and Exh. 2).

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

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of $1,290,000.00, which is exclusive of employer-side payroll taxes. (SA, ¶¶ 9.l and 9.q; Marin Decl., ¶ 10). The Gross Settlement Amount includes: (1) Class Counsel's fees of thirty-five percent (35%) of the Gross Settlement Amount ($451,500.00); (2) Class Counsel's actual litigation costs and expenses ($26,356.17); (3) Settlement Administration Costs ($7,250.00); (4) Enhancement Payment ($10,000.00); and (5) PAGA Amount ($50,000.00). (SA, ¶¶ 9.q, 12, 13, 14, and 15; Marin Decl., ¶ 10). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately $744,893.83. (SA, ¶ 9.v; Marin Decl., ¶ 10).

The Settlement does not require Settlement Class Members to submit claims as a prerequisite to receiving their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share of thirty-five percent (35%) of the PAGA Amount ("Individual PAGA Payment"). (SA, ¶¶ 9.r and 9.t; Marin Decl., ¶ 11). Individual Settlement Shares and Individual PAGA Payments are calculated on a *pro rata* basis using Workweeks and Pay Periods, respectively. (SA, ¶¶ 17 and 18; Marin Decl., ¶ 11).

Each Individual Settlement Share will be allocated as ten percent (10%) wages (reported on IRS Form W-2), forty-five percent (45%) interest, and forty-five percent (45%) penalties (both reported on IRS Form 1099). (SA, ¶ 19; Marin Decl., ¶ 13). The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wage portions of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share ("Individual Settlement Payment"). (SA, ¶¶ 9.s and 19; Marin Decl., ¶ 13). The employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares will be paid by Defendants separately and in addition to the Gross Settlement Amount. (SA, ¶¶ 9.l and 9.q; Marin Decl., ¶ 13). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (SA, ¶ 19; Marin Decl., ¶ 13).

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, after which, canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee at issue. (SA, ¶ 38; Marin Decl., ¶ 14).

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will release the Released Parties of the Released Class Claims, and Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will release the Released Parties of the Released PAGA Claims. (SA, ¶¶ 9.k, 39, and 40).

IV. THE SETTLEMENT ADMINISTRATION PROCESS

The Settlement Administrator has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Preliminary Approval Order.

On February 20, 2026, the Settlement Administrator received the Court-approved text for the Class Notice from Class Counsel. (Brown Decl., ¶ 4). On March 6, 2026, the Settlement Administrator received the Class List from Defendants' counsel, containing 322 individuals identified as Class Members. (*Id.*, ¶ 5). The Class List was uploaded to the Settlement Administrator's database and checked for duplicates and discrepancies. (Ibid). All 322 names and addresses contained in the Class List were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS) before mailing of the Class Notice. (*Id.*, ¶ 6).

On March 20, 2026, the Class Notice was sent to all 322 individuals listed in the Class List using U.S. First Class Mail (Brown Decl., ¶ 7 and Exh. A). A total of 14 Class Notices were returned as undeliverable. (*Id.*, ¶ 8). The Settlement Administrator performed a computerized skip trace on the 14 returned Class Notices in an effort to obtain updated addresses. (Ibid). As a result of this skip trace, 13 updated addresses were obtained and the Class Notices were promptly re-mailed. (Ibid). A total of one (1) Class Notice has been deemed undeliverable as no updated address was found. (Ibid).

Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Dispute ("Response Deadline"). (SA, ¶ 9.jj). The Response Deadline was May 4, 2026. (Brown Decl., ¶¶ 9, 10, and 11). The extended Response Deadline for re-mailed Class Notices was May 19, 2026. (Ibid). The Settlement Administrator received one (1) Request for Exclusion and no Notices of Objection or Disputes. (Ibid).

There are 321 Settlement Class Members, representing 99.69% of the Class, who worked 38,016 Workweeks during the Class Period, and 237 PAGA Employees who worked 8,022 Pay Periods during the PAGA Period. (*Id.*, ¶ 12). The estimated average gross Individual Settlement Share is $2,293.61, the estimated highest gross Individual Settlement Share is $5,229.05, and the estimated lowest gross Individual Settlement Share is $38.73. (*Id.*, ¶ 14). The estimated average Individual PAGA Payment is $73.84, the estimated highest Individual PAGA Payment is $126.53, and the estimated lowest Individual PAGA Payment is $2.18. (*Id.*, ¶ 15).

V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA

On January 22, 2026, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2). (Marin Decl., ¶ 15). The LWDA has not objected or otherwise responded to the submission. (Ibid).

VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL

A. The Legal Standard for Final Approval

Before granting final approval of a class action settlement, the Court must review the settlement for fairness, taking into account relevant factors, including, for example, the strength of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, and the reaction of the class members to the proposed settlement. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801); (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801. A presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245; *Dunk*, 48 Cal.App.4th at 1802). "The settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits." (*Officers for Justice*, *supra*, 688 F.2d at 625).

B. The Settlement Should be Finally Approved

The Parties' settlement negotiations were at all times made at arm's length and were adversarial. (Marin Decl., ¶ 16). The Parties engaged in extensive informal discovery prior to reaching a settlement. (*Id*., ¶ 17). Prior to mediation, Defendants produced a random sampling of putative class members' time and pay data as well as Defendants' relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. (Ibid). This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (Ibid). The Parties briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weaknesses of their respective positions. (*Id*., ¶ 18). At all times, Plaintiff was willing and prepared to litigate this matter through class certification and trial. (Ibid). Class Counsel are respected members of the California State Bar with strong records of vigorous and effective advocacy and are experienced in handling complex wage and hour class action litigation. (Ibid). Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

C. The Settlement is Fair and Reasonable

A settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable. (*Wershba*, 91 Cal.App.4th at 246, 250). Here, the reasonableness of the Settlement is underscored by the fact that Defendants have legal and factual grounds for defending the Action. Based upon Class Counsel's experience litigating similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class certification and the merits of the Action absent a settlement. Class Counsel is aware of Defendants' defenses and arguments and has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class and/or representative adjudication, and the burdens of proof necessary to establish liability for the claims asserted in the Action. (Marin Decl., ¶ 20).

Defendants denied and continue to deny any liability and wrongdoing of any kind, and further contended that class certification was not appropriate because individual issues would predominate should this case go to trial. (Ibid). As with all class actions, these complex cases raise difficult management and proof issues and, accordingly, there is a significant risk that the Court may deny class certification. (Ibid). Even if Plaintiff prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and uncertain proposition. (*Id*., ¶ 22). In order to prove liability and damages, Class Counsel would need to request and analyze thousands of pages of documents, obtain the Class Members' contact information, contact them, and obtain declarations at great expense. (Ibid). Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. (Ibid). On the other hand, Defendants would likely be able to obtain the cooperation of their employees. (Ibid). Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

In light of the Parties' respective legal positions and the risks of continued litigation, the Gross Settlement Amount for resolution of the Action, is fair, adequate, and reasonable. (*Id*., ¶ 23).

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

Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e., $451,500.00) for fees and reimbursement of actual costs and expenses totaling $26,356.17 incurred in the prosecution of the Action. (Marin Decl., ¶ 24). The requested fees 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. Class Counsel's Fee Request of 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.[1]

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."[2] 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.

The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class

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[1] (*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).

[2] (*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)).

counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources. (*In re Activision Sec. Litig*., 723 F. Supp. at 1378-79).

Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig*., 723 F. Supp. at 1378). According to Professor Newberg: "No general rule can be articulated on what is a reasonable percentage of a common fund…Usually 50 per cent of the fund is the upper limit on a reasonable fee award from a common fund, in order to assure that fees do not consume a disproportionate part of the recovery obtained for the class, though somewhat larger percentages are not unprecedented." (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel's requested fee of thirty-five percent (35%) of the Gross Settlement Amount (i.e., $451,500.00) is reasonable and falls well within the historical range of attorney's fee awards under the common fund theory. Based on Class Counsel's showing of reasonableness, the Court should approve the requested fees pursuant to the common fund approach.

B. The Circumstances of this Case Support a 35% Fee Award

Given the significant results achieved under the circumstances of this litigation, the requested fee award is reasonable. This Court should consider the contingent nature of this case, the uncertainty of the outcome, the quality of the counsel, and the preclusion from other employment.

C. The Contingent Nature of This Matter

Class Counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. The risks were significant: class certification would likely have been a hard-fought issue, given the uncertainty regarding certification of wage and hour cases. Even if class certification were granted, there was no assurance that Plaintiff would succeed at trial. (Marin Decl., ¶¶ 19-22).

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. (Marin Decl., ¶¶ 27 and 28). Class Counsel's skill in developing a factual record and legal theories was essential to achieving the Settlement. Through its skill and reputation, Class Counsel was able to obtain a settlement that provides an outstanding result for Class Members. (*See generally* Marin Decl.).

E. The Results Achieved

The excellent results achieved by the Settlement support Class Counsel's request for attorneys' fees. As of the date of this Motion, Settlement Class Members will be paid, on average, approximately $2,293.61 each, representing recovery from highly disputed claims. (Marin Decl., ¶ 12). Equally important is the fact that the State of California will receive $32,500.00 for enforcement of labor laws and education of employers. (*Id*., ¶ 34).

The efficiency with which this litigation was conducted and resolved should be rewarded. The Class Members will be receiving a significant award in a relatively short period of time, as opposed to waiting years to recover some undetermined amount if they succeeded at trial, which is an uncertainty in itself.

F. Preclusion of Other Employment

Class Counsel's commitment to this litigation required foregoing other available employment in order to devote the time necessary to pursue this litigation. (Marin Decl., ¶ 26).

G. A Lodestar Cross-Check Supports Reasonableness

Under the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of various factors. (*Serrano 111, supra,* 20 Cal.3d at 48). Class Counsel's hourly rates are summarized in the Marin Decl. at ¶¶ 27-28.

Class Counsel has spent approximately 317.80 total hours litigating these claims to date and expects to spend another 10 hours in connection with the final approval process (including preparing for and attending the Final Approval Hearing, and managing the Settlement through its conclusion). (Marin Decl., ¶¶ 28 and 29). Based Class Counsel's reasonable hourly rates, the total fees incurred to date are $290,574, and by the conclusion of this matter estimated to be approximately $297,324. (Marin Decl., ¶¶ 28 and 29).

In *Lealao v. Beneficial California Inc.* (2000) 82 Cal.App.4th 19, 47-48*,* the court held that trial courts should award lodestar fees by examining the percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 and 53). The rationale of *Lealao* comports with the purpose of the multiplier. The *Lealao* court reasoned: "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." (*Lealao,* 82 Cal.App.4th at 47-48 (internal citations and quotations omitted)).

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 multiplier of 1.56 over the current total fee lodestar. In this regard, Class Counsel's fee request is reasonable.

H. No Class Member Objected to the Requested Fee and Expense Award

As of the filing of this Motion, there has not been a single objection to the request for attorneys' fees. (Brown Decl., ¶ 10). It is fair to conclude that the Class does not take issue with the requested award of attorneys' fees. The Class Members' approval of the requested fee award supports its reasonableness.

I. Class Counsel's Cost Request is Reasonable

Class Counsel seeks reimbursement of a total amount of $26,356.17 in costs and expenses in this matter. (Marin Decl., ¶ 30 and Exh. 4). All costs and expenses were reasonably incurred in prosecution of this matter.

VIII. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS REASONABLE

Plaintiff should be awarded an Enhancement Payment in the amount of Ten Thousand Dollars ($10,000.00) for her services as the Class Representative and the risks in connection with that role. (Marin Decl., ¶ 32). Enhancement awards in wage and hour cases typically range from $5,000.00 to $20,000.00, although some awards are higher, and often, multiple class representatives receive awards in the above range.[3] Here, the requested Enhancement Payment is modest, reasonable, and should be approved.

[3] (*See e.g.*, *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974).

Plaintiff's actions establish that: (1) she sought to protect the interests of the Class above her own personal interests; (2) the Settlement Class Members will benefit from her actions by receiving a payment without having to do anything; and (3) Plaintiff has put forth a significant amount of time and effort pursuing the litigation and seeing it through to resolution. (*See*, generally, Riemann Decl.; *see also Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804).

The requested Enhancement Payment for Plaintiff is also reasonable given the financial and personal risk she took in commencing the Action, including the reasonable fear of retaliation from potential future employers who could easily discover Plaintiff brought this lawsuit. (Riemann Decl., ¶ 7; *See also Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp. 294, 299-300). Class Counsel cannot understate the importance of the role of an employee who is willing to search out an attorney and step forward to assume the risk of litigation and retaliation and put the interests of the class before their own. Plaintiff understood her role as Class Representative and actively protected the Class Members' interests throughout this matter. (*Id.*, ¶ 10). Plaintiff was the catalyst to the benefit reached for the Class Members. In contrast, Settlement Class Members will automatically be issued a payment for their claims without assuming any risk or expending time.

Since receiving notice of the requested Enhancement Payment, no Class Member has objected to the request. Thus, the Enhancement Payment is warranted to compensate Plaintiff for her time and effort, stress, and the concrete risks she assumed as the Class Representative.

IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE

In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court preliminarily approved, Settlement Administration Costs not to exceed Eight Thousand Dollars ($8,000.00). (Marin Decl., ¶ 33). ILYM Group, Inc. is the approved Settlement Administrator. (Ibid). It is an experienced class and representative action administrator and has adequately performed the administration tasks required by the Preliminary Approval Order. The Settlement Administrator's *actual* costs to administer this Settlement are Seven Thousand Two Hundred Fifty Dollars ($7,250.00). (Brown Decl., ¶ 19). Based thereon, the requested Settlement Administration Costs should be approved.

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X. THE PROPOSED LWDA ALLOCATION IS REASONABLE

Pursuant to California Labor Code Section 2699(s)(2), the Superior Court shall review and approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code § 2699(l)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and should be approved.

Defendants have agreed to pay Fifty Thousand Dollars and Zero Cents ($50,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of which Thirty-Two Thousand Five Hundred Dollars and Zero Cents ($32,500.00) (65% of the PAGA Amount) will be paid to the LWDA for education and enforcement purposes. (Marin Decl., ¶ 34). This allocation is consistent with approved wage and hour class action settlements, which commonly allocate only a small portion of the total settlement to PAGA penalties in order to maximize the payments to class members who actually suffered the California Labor Code violations. Courts routinely approve settlements where PAGA penalties represent a small fraction of the total settlement amount.

XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE

California law vests the Court with broad discretion in fashioning an appropriate notice program. (*See* California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74). To protect the rights of absent class members, the parties must provide class members with the best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76; *Mullane v. Central Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314). The content and method of the notice should be designed to apprise the class members of the terms of the proposed settlement and of the class members' rights regarding the settlement. (*See Mullane*, *supra*, 339 U.S. at 314; *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323 F. Supp. 364, 378).

The Class Notice approved by the Court met these requirements: it identified the Parties and described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amount proposed to be paid as the Enhancement Payment to Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. (Marin Decl., ¶ 36; *see also* Brown Decl., Exh. A). The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. It also explained how and when Class Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date for the Final Approval Hearing and informed Class Members how to obtain additional information about the Settlement. (Marin Decl., ¶ 36; Brown Decl., Exh. A).

XII. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested attorneys' fees to Class Counsel of $451,500.00; (2) the requested reimbursement of actual costs and expenses to Class Counsel of $26,356.17; (3) the requested Enhancement Payment to Plaintiff of $10,000.00; (4) the requested Settlement Administration Costs to the Settlement Administrator of $7,250.00; and (5) the requested PAGA Amount of $50,000.00, which includes an LWDA Payment of $32,500.00 and a PAGA Employee Amount of $17,500.00.

Respectfully submitted,

Dated: July 2, 2026

BLACKSTONE LAW, APC

By: Lizeth Marin

Lizeth Marin
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