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9 VICTOR PEREZ

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

12 JAMIE RAMIRES and VICTOR PEREZ,
13 individually and on behalf of others similarly
situated,

14 Plaintiffs,

15 vs.

16 BRIGHT STAR SCHOOLS; and DOES 1
17 through 25, inclusive,

18 Defendant.
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Case No. 23STCV15490

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: June 9, 2026
Time: 10:00 a.m.
Dept: 9

Complaint Filed: July 5, 2023
FAC Filed: February 11, 2025
SAC Filed: October 10, 2025
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT** on June 9, 2026 at 10:00 a.m. in Department 9 of the
3 above-captioned Court located at the 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), Jamie Ramires and Victor Perez
6 (“Plaintiffs”) will and hereby do move the Court for an Order granting final approval of the proposed
7 class action and Labor Code Private Attorneys General Act of 2004, California Labor Code sections
8 2698, *et seq.* (“PAGA”) settlement between Plaintiffs and Defendant Bright Star Schools
9 (“Defendant”).

10 Plaintiffs 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 Joint Stipulation of Class Action and PAGA Settlement (“Settlement
14 Agreement” or “Settlement”), including payment by Defendant of the Gross Settlement Amount of
15 Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000) equal to the amounts to pay (1) the
16 Settlement Class Members and PAGA Employees pursuant to the terms of the Settlement; (2) the
17 Court-approved Attorneys’ Fees and Costs; (3) the Court-approved Enhancement Payments; (4) the
18 Court-approved Settlement Administration Costs; and (5) the Court-approved payment to the
19 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., Two Hundred Ninety-Seven Thousand Five Hundred Dollars and Zero Cents
22 (\$297,500) in attorneys’ fees, plus reimbursement of actual costs and expenses in the amount of
23 Twenty-Nine Thousand Five Hundred Twenty-Nine Dollars and Thirty-One Cents (\$29,529.31);
- 24 4. Approving the Enhancement Payments to Plaintiffs Jamie Ramires and Victor Perez in
25 the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500) each, for a total of
26 Fifteen Thousand Dollars and Zero Cents (\$15,000), in recognition of their services to the Class
27 Members;
- 28 5. Approving the Settlement Administration Costs to Apex Class Actions, LLC in the

1 amount of Eight Thousand Dollars and Zero Cents (\$8,000.00); and

2 8. Approving Twenty-Seven Thousand Six Hundred Twenty-Five Dollars and Zero Cents
3 (\$27,625) to be paid to the LWDA as sixty-five percent (65%) of the Forty-Two Thousand Five
4 Hundred Dollars and Zero Cents (\$42,500) allocated to civil penalties under PAGA.

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

8 This Motion is based on the following Memorandum of Points and Authorities, the Settlement
9 Agreement, the Declaration of Class Counsel (Annabel Blanchard), the Class Representatives (Jamie
10 Ramires and Victor Perez), and the Settlement Administrator (Madely Nava on behalf of Apex Class
11 Actions, LLC), the pleadings and other records on file with the Court in this matter, and such evidence
12 or oral argument as may be presented at the hearing on this Motion.

13 Respectfully submitted,

14 Dated: May 6, 2026

BLACKSTONE LAW, APC

15 By: A. Blanchard
16 Annabel Blanchard
17 Attorneys for Plaintiffs Jamie Ramires and
Victor Perez, and the Class
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Jamie Ramires and Victor Perez (“Plaintiffs” or “Class Representatives”) seek final
4 approval of the class action settlement reached with Defendant Bright Star Schools (“Defendant”).
5 Subject to Court approval, Plaintiffs and Defendant (together, the “Parties”) have settled the Released
6 Class Claims and Released PAGA Claims as defined in the Joint Stipulation of Class Action and
7 PAGA Settlement (“Settlement Agreement” or “Settlement”) for a total amount of Eight Hundred
8 Fifty Thousand Dollars and Zero Cents (\$850,000) (“Gross Settlement Amount”). (See Declaration of
9 Annabel Blanchard in Support of Plaintiffs’ Motion for Final Approval of Class Action and PAGA
10 Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and Settlement Administration Costs
11 [“Blanchard Decl.”], ¶ 15, Exh. 1).

12 The Court conditionally certified, for settlement purposes only, the Class defined as: “all
13 current and former hourly-paid or non-exempt employees who worked for Defendant within the State
14 of California at any time during the Class Period” (“Class” or “Class Members”). (Settlement
15 Agreement, ¶ 9(b); Blanchard Decl., ¶ 16). The “Class Period” is defined as the period from July 5,
16 2019, through December 31, 2024. (Settlement Agreement, ¶ 9(f); Blanchard Decl., ¶ 16). The
17 “Settlement Class Members” consist of all Class Members who did not submit a timely and valid
18 Request for Exclusion. (Settlement Agreement, ¶ 9(l); Blanchard Decl., ¶ 16). The “PAGA
19 Employees” consist of “all current and former hourly-paid or non-exempt employees who worked for
20 Defendant within the State of California at any time during the PAGA Period.” (Settlement
21 Agreement, ¶ 9(x); Blanchard Decl., ¶ 16). The “PAGA Period” is defined as the period from October
22 15, 2023, through December 31, 2024. (Settlement Agreement, ¶ 9(z); Blanchard Decl., ¶ 16).

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. ((Blanchard 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 l). The response of the Class to the Settlement confirms
27 that final settlement approval is appropriate. *There have been no objections to and no requests to opt-*
28

1 out from the Class Settlement. (Declaration of Madely Nava of Apex Class Actions, LLC, Regarding
2 Notice and Settlement Administration [“Apex Decl.”], ¶¶ 11 and 12).

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

7 Plaintiffs seek the Court’s approval of an attorneys’ fee award of thirty-five percent (35%) of
8 the Gross Settlement Amount, equaling Two Hundred Ninety-Seven Thousand Five Hundred Dollars
9 (\$297,500), plus reimbursement of actual litigation costs and expenses in the amount of Twenty-Nine
10 Thousand Five Hundred Twenty-Nine Dollars and Thirty-One Cents (\$29,529.31) (together,
11 “Attorneys’ Fees and Costs”). Class Counsel’s request for an award of attorneys’ fees and costs is
12 reasonable and appropriate in light of the outstanding work performed by Class Counsel in the matter,
13 the contingent nature of this action, and the results achieved under the Settlement. (*See Lealao v.*
14 *Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

15 Plaintiffs also request the Court’s approval of the amount of Seven Thousand Five Hundred
16 Dollars (\$7,500) to be paid to each Plaintiff, for a total of Fifteen Thousand Dollars (\$15,000)
17 (“Enhancement Payments”) for their services on behalf of the Class. This amount proposed to be
18 awarded to Plaintiffs is fair and reasonable for the reasons Plaintiffs provided in their declarations.
19 (*See* Declarations of Plaintiffs Jamie Ramires and Victor Perez in Support of Motion for Final
20 Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments,
21 and Settlement Administration Costs [“Ramires Decl.” and “Perez Decl.”] filed concurrently
22 herewith). Courts approve incentive awards to plaintiffs when justified and appropriate to compensate
23 plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic Riclifield Co.*
24 (N.D. Cal. 1995) 901 F. Supp. 294, 299).

25 Finally, Plaintiffs request that the Court approve the payment of Eight Thousand Dollars
26 (\$8,000.00) (“Settlement Administration Costs”) to Apex Class Actions, LLC (“Apex” or “Settlement
27 Administrator”) as compensation for its administration services it has and will provide in connection
28 with the Settlement. (*See, generally, Apex Decl.*).

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 Payments, and Settlement Administration Costs, Plaintiffs also move 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 Defendant is a network of charter schools, in Los Angeles, California. Plaintiff Ramires was
8 employed by Defendant as an hourly-paid, non-exempt ELD Instructional Assistant from
9 approximately June 2018 to August 2019 at Defendant's locations in Los Angeles, California.
10 (Ramires Decl., ¶2). Plaintiff Perez has been employed by Defendant as a Family Engagement
11 Specialist from approximately January 2010 to the present at Defendant's location at 3435 Wilshire
12 Blvd Suite 2460, Los Angeles, California 90010. (Perez Decl., ¶ 2).

13 On July 5, 2023, Plaintiff Ramires filed a Class Action Complaint for Damages in the action
14 entitled *Jamie Ramires v. Bright Star Schools*, Los Angeles County Superior Court Case No.
15 23STCV15490 ("Action"), thereby commencing a putative class action against Defendant. (Blanchard
16 Decl., ¶ 2).

17 On March 6, 2024, Plaintiffs and Defendant (together, the "Parties") participated in a formal
18 mediation conducted by Paul Grossman, Esq. ("Mediator"), a neutral and respected mediator with
19 extensive experience in complex wage and hour matters, and with the assistance of the Mediator's
20 evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and
21 representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a
22 long form settlement agreement. (*Id.*, ¶ 3).

23 On October 15, 2024, Plaintiff Ramires provided written notice to the California Labor and
24 Workforce Development Agency ("LWDA") by online submission and to Defendant by U.S. Certified
25 Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California
26 Labor Code alleged to have been violated by Defendant. On September 9, 2025, Plaintiffs filed an
27 amended written notice to the LWDA, which included Plaintiff Victor Perez as a claimant ("PAGA
28 Letter"). (*Id.*, ¶ 4).

1 On February 11, 2025, Plaintiff Ramires filed a First Amended Class Action Complaint for
2 Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code
3 §§ 2698, *et seq.* in the Action. (Blanchard Decl., ¶ 5).

4 On March 28, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA
5 Settlement (“Settlement Agreement”). (*Id.*, ¶ 6).

6 On April 1, 2025, Plaintiff Ramires filed her Motion for Preliminary Approval of Class Action
7 and PAGA Settlement (“Motion”), which was set for a hearing on June 10, 2025. On June 10, 2025,
8 the Court issued a Tentative Ruling wherein the Court requested additional documents and
9 information related to the Motion and the settlement agreement and continued the hearing on
10 Plaintiff’s Motion to August 7, 2025. (*Id.*, ¶ 7).

11 Subsequently, on July 22, 2025, and again on August 19, 2025, the Parties stipulated to
12 continue the deadline for Plaintiff to file supplemental briefing in support of her Motion, and the
13 hearing on Plaintiff’s Motion was ultimately continued to November 25, 2025. (*Id.*, ¶ 8).

14 In order to address the Court’s inquiry regarding PAGA standing, on September 9, 2025,
15 Plaintiffs Jamie Ramires and Victor Perez submitted an Amended PAGA Letter to the LWDA via
16 online submission and served the Amended PAGA Letter on Defendant via certified U.S. Mail. (*Id.*,
17 ¶ 9).

18 On October 10, 2025, Plaintiffs filed a Second Amended Class Action Complaint for Damages
19 and Enforcement Action Under the Private Attorneys General Act (“Operative Complaint”), adding
20 Victor Perez as a class and PAGA representative in the Action. The Operative Complaint alleges ten
21 (10) causes of action for violations of the California Labor Code for failure to pay minimum wages,
22 failure to pay overtime wages, failure to provide compliant meal periods and premium payments in
23 lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure
24 to timely pay wages during employment, failure to provide accurate wage statements, failure to timely
25 pay wages upon termination, and failure to reimburse necessary business expenses, for violations of
26 California Business & Professions Code Section 17200, *et seq.* based on the aforementioned
27 California Labor Code violations, and for civil penalties under PAGA based on the aforementioned
28 California Labor Code violations.. (*Id.*, ¶ 10).

1 On October 14, 2025, Plaintiffs filed a Supplemental Declaration of Annabel Blanchard in
2 Support of Plaintiffs' Motion for Preliminary Approval, attaching an Amended Settlement Agreement,
3 executed on October 13, 2025, which addressed the Court's inquiries raised in the June 10, 2025
4 Tentative Ruling and Minute Order. (Blanchard Decl., ¶ 11).

5 On November 20, 2025, the Court issued a minute order continuing the hearing on the Motion
6 to December 3, 2025, and requesting Plaintiffs to file a declaration of Plaintiff Victor Perez. On
7 November 25, 2025, Plaintiffs filed the Declaration of Plaintiff Victor Perez in Support of Motion for
8 Approval of Class Action and PAGA Settlement. (*Id.*, ¶ 12).

9 On December 3, 2025, the Court posted its Tentative Ruling conditionally granting Plaintiffs'
10 Motion yet noting certain errors in the settlement agreement requiring correction. The Court
11 incorporated the Tentative Ruling into its December 3, 2025, Minute Order. (*Id.*, ¶ 13).

12 On December 31, 2025, Plaintiffs filed a Second Supplemental Declaration of Annabel
13 Blanchard attaching a further revised Second Amended Settlement Agreement to address the Court's
14 comments (The Joint Stipulation of Class Action and PAGA Settlement, executed on December 30,
15 2025, shall be referred to herein as the "Settlement Agreement" or "Settlement"). (*Id.*, ¶ 14, and Exh.
16 1).

17 On February 2, 2026, the Court entered the Order Granting Preliminary Approval of Class
18 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
19 terms of the Settlement Agreement, the Notice of Class Action Settlement ("Class Notice"), and the
20 proposed administration procedures and associated deadlines. (*Id.*, ¶ 15, and Exh. 2).

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

27 ///

28 ///

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

2 The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
3 Complaint for a non-reversionary Gross Settlement Amount of Eight Hundred Fifty Thousand Dollars
4 (\$850,000), which is exclusive of employer-side payroll taxes. (Settlement Agreement, ¶ 9(p);
5 Blanchard Decl., ¶ 18). The Gross Settlement Amount includes: (1) Class Counsel’s fees in the
6 amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling Two Hundred Ninety-
7 Seven Thousand Five Hundred Dollars (\$297,500); (2) Class Counsel’s actual litigation costs and
8 expenses, in the amount of Twenty-Nine Thousand Five Hundred Twenty-Nine Dollars and Thirty-
9 One Cents (\$29,529.31); (3) Settlement Administration Costs in the amount of Eight Thousand Dollars
10 (\$8,000); (4) Enhancement Payments in the amount of Seven Thousand Five Hundred Dollars (\$7,500)
11 *each* to Plaintiffs Jamie Ramires and Victor Perez, for a total of Fifteen Thousand Dollars (\$15,000);
12 and (5) PAGA Amount of Forty-Two Thousand Five Hundred Dollars (\$42,500). (Settlement
13 Agreement, ¶¶ 9(p), 12, 13, 14, 15; Blanchard Decl., ¶ 18). After the above Court-approved amounts
14 are deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net
15 Settlement Amount of approximately Four Hundred Fifty-Seven Thousand Four Hundred Seventy
16 Dollars and Sixty-Nine Cents (\$457,470.69). (Settlement Agreement, ¶ 1.28; Blanchard Decl., ¶ 18).

17 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
18 to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) nor
19 does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share
20 of thirty-five percent (35%) of the PAGA Amount (“Individual PAGA Payment”). (Settlement
21 Agreement, ¶ 38; Blanchard Decl., ¶ 19). Individual Settlement Shares are calculated by the
22 Settlement Administrator by dividing the Net Settlement Amount by the total number of Workweeks
23 worked by all Settlement Class Members during the Class Period and multiplying the result by each
24 Settlement Class Member’s Workweeks worked during the Class Period. (Settlement Agreement, ¶
25 17; Blanchard Decl., ¶ 19). Individual PAGA Payments are calculated by the Settlement
26 Administrator by dividing the amount of the PAGA Employees’ thirty-five percent (35%) of the
27 PAGA Amount, equaling Fourteen Thousand Eight Hundred Seventy-Five Dollars (\$14,875) by the
28 total number of Pay Periods worked by all PAGA Employees during the PAGA Period and multiplying

1 the result by each PAGA Employee's Pay Periods worked during the PAGA Period. (Settlement
2 Agreement, ¶ 18; Blanchard Decl., ¶ 19).

3 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
4 percent (80%) penalties, interest, and non-wage damages. (Settlement Agreement, ¶ 19; Blanchard
5 Decl., ¶ 21). The portion allocated to wages ("Wage Portion") will be reported on an IRS Form W-2
6 and the portions allocated to interest and penalties (together, "Non-Wage Portion") will be reported
7 on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement Agreement, ¶ 19;
8 Blanchard Decl., ¶ 21). The Settlement Administrator will withhold the employee's share of taxes
9 and withholdings with respect to the Wage Portion of the Individual Settlement Shares, and issue
10 checks to Settlement Class Members for their net payment of their Individual Settlement Share.
11 (Settlement Agreement, ¶ 19; Blanchard Decl., ¶ 21). Defendant will separately pay any and all
12 employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares. (Settlement
13 Agreement, ¶ 19; Blanchard Decl., ¶ 21). Each Individual PAGA Payment will be allocated as one
14 hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the
15 Settlement Administrator. (Settlement Agreement, ¶ 19; Blanchard Decl., ¶ 21).

16 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
17 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
18 thereafter, shall be canceled. (Settlement Agreement, ¶ 38; Blanchard Decl., ¶ 22.) Any funds
19 associated with such canceled checks will be distributed by the Settlement Administrator to the State
20 of California's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA
21 Employee at issue. (Settlement Agreement, ¶ 38; Blanchard Decl., ¶ 22).

22 Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class
23 Members will be deemed to have fully, finally, and forever released, settled, compromised,
24 relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands,
25 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were
26 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
27 arising during the Class Period, under any federal, state, or local law, and shall specifically include
28 claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal

1 and rest periods and associated premium payments, timely pay wages during employment and upon
2 termination, provide compliant wage statements, and reimburse necessary business-related expenses
3 in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),
4 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage
5 Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith,
6 California Business and Professions Code sections 17200, *et seq.* (collectively, "Released Class
7 Claims"). (Settlement Agreement, ¶¶ 9(ee) and 39).

8 Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of California with
9 respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and
10 forever released, settled, compromised, relinquished, and discharged the Released Parties of any and
11 all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA
12 Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code
13 Sections 2698 *et seq.*, including all claims for attorneys' fees and costs related thereto, for Defendant's
14 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
15 associated premium payments, timely pay wages during employment and upon termination, provide
16 compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary
17 business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a),
18 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial
19 Welfare Commission Wage Orders (collectively, "Released PAGA Claims"). (Settlement Agreement,
20 ¶¶ 9(ff) and 40).

21 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
22 individually and on each of their own behalf, will be deemed to have fully, finally, and forever
23 released, settled, compromised, relinquished, and discharged the Released Parties from any and all
24 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages,
25 or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected,
26 asserted or unasserted, which Plaintiffs, at any time of execution of the Settlement Agreement, had or
27 claimed to have or may have, including but not limited to any and all claims arising out of, relating to,
28 or resulting from their employment and/or separation of employment with the Released Parties,

1 including any claims arising under any federal, state, or local law, statute, ordinance, rule, or regulation
2 or Executive Order relating to employment, including, but in no way limited to, any claim under Title
3 VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities
4 Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act; the California
5 Family Rights Act; the California Fair Employment and Housing Act; all claims for wages or penalties
6 under the Fair Labor Standards Act; all claims for wages or penalties under the California Labor Code;
7 Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy,
8 retaliation, or interference with legal rights; any and all other employment or discrimination laws;
9 whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or
10 claims of promissory estoppel. (Settlement Agreement, ¶ 42). It is agreed that this is a general release
11 and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing,
12 this Paragraph expressly does not include a release of any claims that cannot be released here under
13 law. Plaintiffs understand and expressly agree that the Settlement Agreement extends to claims that
14 they have against Defendant, of whatever nature and kind, known or unknown, suspected or
15 unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident
16 or event, occurring in whole or in part, on or before the execution of the Settlement Agreement. Any
17 and all rights granted under any state or federal law or regulation limiting the effect of the Settlement
18 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
19 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

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

24 The “Released Parties” means Defendant and its current and former officers, directors,
25 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.
26 (Settlement Agreement, ¶ 9(gg)).

27 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

28 Apex Class Actions, LLC has taken all necessary steps to effectuate the notice and settlement

1 administration process, as set forth in the Preliminary Approval Order.

2 On January 2, 2026, Apex received the Court approved text for the Class Notice from Class
3 Counsel. (Apex Decl., ¶ 4).

4 On January 26, 2026, Apex received the Class List file from Defendant’s counsel, which
5 contained the full name, Social Security number, last known mailing address, number of Workweeks
6 during the Class Period, and number of Pay Periods during the PAGA Period (collectively, “Class
7 List”). (*Id.*, ¶ 5). The Class List was uploaded to Apex’s database and checked for duplicates and
8 other possible discrepancies. (*Ibid.*). The Class List contained 441 individuals identified as Class
9 Members who worked 42,786 Workweeks during the Class Period and 259 individuals identified as
10 PAGA Members who worked 6,167 Pay Periods during the PAGA Period. (*Id.*, ¶¶ 15, 17).

11 As part of the preparation for mailing, all 441 names and addresses contained in the Class List
12 were then processed against the National Change of Address (“NCOA”) database, maintained by the
13 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses
14 of the Class Members before mailing of the Class Notice. (*Id.*, ¶ 6). The NCOA contains requested
15 change of addresses filed with the USPS. (*Ibid.*). To the extent that an updated address was found in
16 the NCOA database, the updated address was used for the mailing of the Class Notice. (*Ibid.*). To the
17 extent that no updated address was found in the NCOA database, the original address provided by
18 Defendant’s counsel was used for the mailing of the Class Notice. (*Ibid.*).

19 On February 24, 2026, the Class Notice was mailed, via U.S. First Class Mail, to all 441
20 individuals contained in the Class List. (*Id.*, ¶ 7). 27 Class Notices were returned to Apex as
21 undeliverable. (*Id.*, ¶ 8). Apex performed a computerized skip trace on the 27 returned Class Notices
22 that did not have a forwarding address in an effort to obtain an updated address for the purpose of re-
23 mailing the Class Notice and the Class Notice was promptly re-mailed to those Class Members, via
24 U.S First Class Mail. (*Ibid.*). A total of 1 Class Notice has been deemed undeliverable as no updated
25 address was found notwithstanding the skip tracing. (*Id.*, ¶ 9).

26 Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the
27 Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute
28 (“Response Deadline”). (Settlement Agreement, ¶ 9(ii)). The Response Deadline was April 10, 2026.

(Apex Decl., ¶¶ 10-13). The Settlement Administrator did not receive any Requests for Exclusion, Notice of Objections, and/or Workweeks Disputes. (Ibid).

The estimated average gross Individual Settlement Share is \$1,024.94, the estimated highest gross Individual Settlement Share is \$3,031.93, and the estimated lowest gross Individual Settlement Share is \$10.56; the estimated average Individual PAGA Payment is \$57.43, the estimated highest Individual PAGA Payment is \$77.19, and the estimated lowest Individual PAGA Payment is \$2.41. (*Id.*, ¶¶ 16 and 18).¹

V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA

On December 31, 2025, 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). (Blanchard Decl., ¶ 23). The LWDA has not objected or otherwise responded to the submissions. (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. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the strength of the plaintiffs' 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. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801 ["The list of factors is not exhaustive and should be tailored to each case"]; *Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, 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;

¹ The actual average, highest, and lowest Individual Settlement Shares will be larger than the amounts stated in the Apex 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 \$35,000 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$5,470.69 will be part of the Net Settlement Amount).

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

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

7 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
8 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
9 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009).) Here, the Parties’ settlement negotiations
10 were at all times made at arm’s-length and were adversarial. The Settlement was reached following a
11 full day of mediation with a highly respected mediator with substantial experience mediating wage
12 and hour cases, and Plaintiffs engaged in additional negotiations in order to finalize the long-form
13 agreement presently before the Court. (Blanchard Decl., ¶ 24.) The Parties engaged in extensive
14 informal discovery prior to reaching a settlement at the mediation. Prior to mediation, Defendant
15 produced its relevant wage and hour policies, its employee handbook, and information regarding the
16 total number of putative class members, the total number of former employees, the total workweeks
17 worked by the putative class members, the dates of employment of the putative class members, and
18 the average rate of pay for the putative class members. This allowed Class Counsel to conduct an
19 informed assessment and analysis of the strengths and weaknesses of the claims and the potential
20 class-wide damages. (Blanchard Decl., ¶ 25).

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

22 Courts typically assess the status of discovery in determining whether a class action settlement
23 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
24 Defendant produced its relevant wage and hour policies, its employee handbook, and information
25 regarding the total number of putative class members, the total number of former employees, the total
26 workweeks worked by the putative class members, the dates of employment of the putative class
27 members, and the average rate of pay for the putative class members. (Blanchard Decl., ¶ 25). This
28 allowed Class Counsel to conduct an informed assessment and analysis of the strengths and

1 weaknesses of the claims and the potential class-wide damages. (Blanchard Decl., ¶ 25). Plaintiffs’
2 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor*
3 *Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
4 116, 129-130 (“Dunk/Kullar”).

5 Based on the information exchanged, the Parties extensively briefed issues regarding class
6 certification and liability and provided their analyses to the Mediator who helped the Parties debate
7 the strengths and weakness of their respective positions. (Blanchard Decl., ¶ 26). At all times,
8 Plaintiffs were willing and prepared to litigate this matter through class certification and trial if the
9 Parties had been unable to reach a favorable resolution. (Ibid). Additionally, settlement negotiations
10 were conducted by highly capable and experienced counsel. (Ibid). Class Counsel are respected
11 members of the California State Bar with strong records of vigorous and effective advocacy and are
12 experienced in handling complex wage and hour class action litigation. (Ibid). Accordingly, Class
13 Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

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

22 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal
23 and factual grounds for defending the Action. Based upon Class Counsel’s experience litigating
24 similar complex matters, Plaintiffs reasonably expected a vigorous and lengthy defense to both class
25 certification and the merits of the Action absent a settlement.

26 Class Counsel is aware of Defendant’s defenses and arguments and has also taken into account
27 the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
28 such litigation, including those involved in class and/or representative adjudication. (Blanchard Decl.,

¶ 28). Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. (Ibid). Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations of the Mediator. (Ibid).

Defendant denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the Action, and further denies that class certification is appropriate for any purpose other than the Settlement. (*Id.*, ¶ 29). Defendant believes that it would ultimately prevail in the Action. (Ibid). Defendant proffered defenses to both certification and to the merits of Plaintiffs' claims. (Ibid). Defendant contended that Plaintiffs' claims are not suitable for class certification 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).

Class Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. (*Id.*, ¶ 30). 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, Defendant would likely be able to obtain the cooperation of its employees. (Ibid). Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

In light of the foregoing, Class Counsel submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of California, and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation. (*Id.*, ¶ 31).

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

3 Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
4 \$297,500.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
5 expenses totaling Twenty-Nine Thousand Five Hundred Twenty-Nine Dollars and Thirty-One Cents
6 (\$29,529.31) incurred in the prosecution of the Action. The requested fees and costs are fair
7 compensation for undertaking complex, risky, expensive, and time-consuming litigation on a
8 contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the
9 Class Members. (Blanchard Decl., ¶ 32).

10 **A. Plaintiffs' Fee Request of 35% of the Gross Settlement Amount**
11 **is Proper Under the Common Fund Doctrine**

12 Courts have long recognized the “common fund” or “common benefit” doctrine, under which
13 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
14 costs to be paid out of the fund. (*See Serrano v. Priest* (“*Serrano III*”) (1977) 20 Cal.3d 25, 34,
15 quoting *D’Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees’*
16 *Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995)
17 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric*
18 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

19 The California Supreme Court has held that, “when a number of persons are entitled in
20 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
21 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys’ fees
22 out of the fund.” (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D’Amico*, 11 Cal.3d 1; *see also Boeing,*
23 *supra*, 444 U.S. at 478 (“[A] lawyer who recovers a common fund for the benefit of persons other than
24 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills, supra*,
25 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
26 actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3
27 explains the common fund doctrine as follows:

28 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

1 fund or property [citations]. Such fee spreading assures that all of those
2 benefited by the litigation pay their fair share of obtaining the recovery.

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

7 In *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action wherein
8 class counsel obtained a \$19 million non-reversionary settlement on behalf of the class, the California
9 Supreme Court approved the use of the percentage of fund or common fund method to award one-
10 third of the settlement amount or \$6,333,333.33 to class counsel for attorneys’ fees. The Court stated:

11 Whatever doubts may have been created by *Serrano III*, supra, 20 Cal.3d 25, [], or the
12 Court of Appeal cases that followed, we clarify today that use of the percentage method
13 to calculate a fee in a common fund case, where the award serves to spread the attorney
14 fee among all the beneficiaries of the fund, does not in itself constitute an abuse of
15 discretion. We join the overwhelming majority of federal and state courts in holding
16 that when class action litigation established a monetary fund for the benefit of the class
17 members, and the trial court in its equitable powers awards class counsel a fee out of
18 that fund, the court may determine the amount of a reasonable fee by choosing an
19 appropriate percentage of the fund created. The recognized advantages of the percentage
20 method - including relative ease of calculation, alignment of incentives between counsel
21 and the class, a better approximation of market conditions in a contingency case, and
22 the encouragement it provides counsel to seek an early settlement and avoid
23 unnecessarily prolonging the litigation [] convince us the percentage method is a
24 valuable tool that should not be denied our trial courts.

25 (*Laffitte*, 1 Cal.5th at 503).

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

Numerous appellate courts have found similarly. (*See e.g., Knoff v. City and County of San
Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of
attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers);

1 *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys' fees and expenses properly
2 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
3 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
4 compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556,
5 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property
6 in an inverse condemnation action)).

7 The Supreme Court noted that several courts have expressed frustration with the alternative
8 "lodestar" approach for deciding fee awards, which usually involves wading through voluminous and
9 often indecipherable time records. (*Laffitte*, 1 Cal.5th at 503; see *Lealao v. Beneficial California, Inc.*
10 (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373,
11 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class
12 counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing
13 an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources.
14 (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the
15 percentage of the common fund approach to determine the award of attorney's fees. (*Lealao*, 82
16 Cal.App.4th at 30-31; see e.g., *In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79
17 (approving attorney's fee of 33%).

18 A fee of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$297,500.00) is easily
19 within the range of reasonableness. Historically, courts have awarded percentage fees in the range of
20 20% to 50%, depending on the circumstances of the case. (See *In re Activision Sec. Litig.*, 723 F.
21 Supp. at 1378). According to Professor Newberg: "No general rule can be articulated on what is a
22 reasonable percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a
23 reasonable fee award from a common fund, in order to assure that fees do not consume a
24 disproportionate part of the recovery obtained for the class, though somewhat larger percentages are
25 not unprecedented." (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel's requested fee is
26 reasonable and falls well within the historical range of attorney's fee awards under the common fund
27 theory. Based on Class Counsel's showing of reasonableness, the Court should approve the requested
28 fees pursuant to the common fund approach.

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

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

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

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

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

10 From the outset of the Action to the present, prosecution of this matter has involved significant
11 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis, with
12 no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this matter
13 with no guarantee of success. The risks of this matter are apparent in that class certification would
14 likely have been a hard-fought issue, especially given the uncertainty regarding certification of cases
15 such as this. Moreover, even if class certification were granted over Defendant's opposition, there was
16 no assurance that Plaintiffs would succeed at trial. (Blanchard Decl., ¶¶ 25-30). Despite such
17 challenges, Class Counsel was able to persuade Defendant that it faced significant liability exposure
18 such that it was willing to pay \$850,000.00 to settle the Class Members' claims.

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

20 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
21 including litigation involving the legal issues in this matter. (Blanchard Decl., ¶¶ 33-36). Class
22 Counsel has substantial experience in wage-and-hour and other class action litigation, including
23 litigation involving the legal issues in this matter. Class Counsel's skill in developing a factual record
24 and convincing Defendant of its litigation exposure under California law was essential to achieving
25 the Settlement. Through its skill and reputation, Class Counsel was able to obtain a settlement that
26 provides an outstanding result for Class Members. (*See generally* Blanchard Decl.).

27 **E. The Results Achieved**

28 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'

1 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the
2 absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of
3 which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class
4 Members will be paid, on average, approximately \$1,024.94 each, which is intended to compensate
5 them for the alleged wage and hour violations they suffered during their employment. (Blanchard
6 Decl., ¶ 20). This is a significant benefit for the Settlement Class Members here as it represents a
7 recovery for highly disputed claims. Equally important is the fact that the State of California will
8 receive \$ 27,625.00 for enforcement of labor laws and education of employers. (*Id.*, ¶ 42).

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

15 **F. Preclusion of Other Employment**

16 As California law recognizes, Class Counsel's commitment to this litigation should not be
17 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
18 attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See*
19 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
20 additional work that was available, and which Class Counsel had to forego in order to devote the time
21 necessary to pursue this litigation. (Blanchard Decl., ¶ 34).

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

23 Fee calculations under the lodestar method would result in a similar award, demonstrating the
24 fairness of Class Counsel's percentage fee request. Under the lodestar method, a base fee amount is
25 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
26 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
27 various factors. (*Serrano III, supra*, 20 Cal.3d at 48). Class Counsel's hourly rates are summarized
28 in the Blanchard Decl. at ¶ 35.

1 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the
2 relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Blanchard
3 Decl., ¶ 36). As a practical matter, few if any employees or consumers pay attorneys' fees on an
4 hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a
5 stepped-up contingency fee (with the percentage increasing from one third to forty-five – and
6 sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if
7 the case goes to trial). (Ibid). Therefore, there is no customary hourly billing rate for work that is
8 routinely based on a contingent fee relationship, but the nature of class action work should be strongly
9 considered by the Court. (Ibid). Wage and hour work presents a specialized and challenging area of
10 law that is not within the knowledge of many lawyers. (Ibid). This kind of class action work requires
11 specialized learning and the willingness to take large risks. (Ibid).

12 Class Counsel has spent approximately 320.5 total hours litigating these claims to date.²
13 (Blanchard Decl., ¶ 36). Class Counsel expects to spend another 10 hours in connection with the final
14 approval process (including preparing for and attending the Final Approval Hearing, and managing
15 the Settlement through its conclusion, including anticipated communications with defense counsel, the
16 Settlement Administrator, our client, and Class Members). (Ibid). In addition to time spent during
17 litigation, reasonable hours also include the time spent before the Action was filed, including time
18 spent interviewing the client, investigating the facts and the law, preparing the initial pleadings, as
19 well as litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award
20 should include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982)
21 32 Cal .3d 621, 639 (“*Serrano IV*”)). Based on the rates of Class Counsel, the total fees incurred to
22 date are \$300,657.00. By the conclusion of this matter, the total fees are estimated to be approximately
23 \$308,157.00. (*Id.*, ¶ 36-37).

24
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 In cases where a common fund analysis is not used, once the court establishes the lodestar
2 amount, it should adjust the fee award by a multiplier in order to make an appropriate fee award.
3 (*Serrano III, supra*, 20 Cal.3d at 48). In applying the multiplier, *Newberg on Class Actions* states that
4 “[m]ultiples ranging from one to four frequently are awarded in common fund cases when the lodestar
5 method is applied. A large common fund award may warrant an even larger multiplier.” (4 *Newberg*
6 *on Class Actions* 4th (4th ed. 2002) § 14.6). If the class members paid the fees that the market would
7 bear, they would pay a fee of anywhere from one-third to forty-five percent of any recovery. Since
8 this is the market rate, the lodestar calculation should be enhanced to reflect what the class members
9 would pay on the open market. (*Lealao, supra*, 82 Cal.App.4th at 47-48).

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

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

22 Given the unique reliance of our legal system on private litigants to enforce
23 substantive provisions of law through class and derivative actions, attorneys
24 providing the essential enforcement services must be provided incentives roughly
25 comparable to those negotiated in the private bargaining that takes place in the legal
26 marketplace, as it will otherwise be economic for defendants to increase injurious
27 behavior. It has therefore been urged (most persistently by Judge Richard Posner)
28 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.

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

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

4 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,
5 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
6 within the range of fees freely negotiated in the legal marketplace in comparable
litigation. (*Id.* at 49-50).

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

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

12 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
13 clearly disclosed to each Class Member in the Court-approved Class Notice. (Blanchard Decl., ¶ 44;
14 *see also* Blanchard Decl., Exh. 2). As of the filing of this Motion, there has not been a single objection
15 to the request for attorneys' fees. (Apex Decl., ¶ 12). It is fair to conclude that the Class approves of,
16 and does not take issue with, the requested award of attorneys' fees. Based thereon, Class Counsel's
17 request for thirty-five percent (35%) of the Gross Settlement Amount, equaling Two Hundred Ninety-
18 Seven Thousand Five Hundred Dollars (\$297,500.00), should be granted.

19 **I. Plaintiffs' Cost Request is Reasonable**

20 Class Counsel seeks reimbursement of a total amount of Twenty-Nine Thousand Five Hundred
21 Twenty-Nine Dollars and Thirty-One Cents (\$29,529.31) in costs and expenses in this matter, which
22 includes reasonable future costs for filing the Motion. (Blanchard Decl., ¶ 38 and Exh. 3). All costs
23 and expenses were reasonably incurred in prosecution of this matter.

24 **VIII. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFFS IS** 25 **REASONABLE**

26 The named Plaintiffs should be awarded an Enhancement Payment in the amount of Seven
27 Thousand Five Hundred Dollars (\$7,500) each – for a total of Fifteen Thousand Dollars (\$15,000) –
28 for their services as Class Representatives and the risks in connection with that role. (Blanchard Decl.,
¶ 40). Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00,

1 although some awards are higher. (Ibid). Often, multiple class representatives receive awards in the
2 above range. (See e.g., *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th
3 399, 412 [approving an enhancement request of \$10,000.00 per named plaintiff in a 188 member
4 class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *Thornton v. East Texas Motor Freight*,
5 497 F.2d 416, 420 (6th Cir. 1974) [“We also think there is something to be said for rewarding those
6 drivers who protect and help to bring rights to a group of employees who have been the victims of
7 discrimination.”]). Here, the requested Enhancement Payments are modest, reasonable, and should be
8 approved.

9 Plaintiffs’ actions establish that: (1) they sought to protect the interests of the Class above their
10 own personal interests; (2) the Settlement Class Members will be benefitted from their actions by
11 receiving a payment without having to do anything; and (3) Plaintiffs have put forth a significant
12 amount of time and effort pursuing the litigation and seeing it through to resolution. (See, generally,
13 *Ramires Decl.*; *Perez Decl.*; see also *Clark v. American Residential Services LLC* (2009) 175
14 Cal.App.4th 785, 804 (discussing the criteria for determining class representative enhancement awards
15 in concluding that a requested award of \$25,000 for two class representatives was too high)).

16 The requested award for Plaintiffs is also reasonable given the financial and personal risk they
17 took in commencing the Action, and in light of the benefits that their actions have conferred upon the
18 Class. *Ramires Decl.*, ¶ 10; *Perez Decl.*, ¶ 10; See also *Van Vranken v. Atl. Richfield Co.* (N.D.Cal.
19 1995) 901 F.Supp. 294, 299-300). Additionally, in considering a requested class representative
20 enhancement award, courts take into consideration a plaintiffs’ reasonable fear of retaliation. (*Staton*
21 *v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 977). Here, it is easy to see that a potential future employer
22 could expend little effort to discover Plaintiffs brought the lawsuit – and based thereon, decline to
23 offer Plaintiffs employment.

24 In sum, Plaintiffs have performed considerable services on behalf of the Class during the
25 litigation. (See, generally, *Ramires Decl.*; *Perez Decl.*). Class Counsel cannot understate the
26 importance of the role of an employee who is willing to search out an attorney and step forward to
27 assume the risk of litigation and retaliation in order to represent a class and put the interests of the
28 class before their own interests. Plaintiffs have understood that this is a class action where they are

1 serving as the Class Representatives and must protect the Class Members' interests. (*Id.*, ¶ 12).
2 Plaintiffs were the catalysts to the benefit reached for the Class Members, and have actively protected
3 the Class Members' interests during the pendency of this matter and will continue to do so even if the
4 case was required to go to trial. (*Ibid.*). Plaintiffs spent numerous hours participating in this matter by
5 searching for an attorney, communicating with their attorneys on numerous occasions, searching for
6 and producing relevant documents related to their employment, responding to their attorneys'
7 inquiries, reviewing the settlement documents, and approving the Settlement on behalf of all Class
8 Members. (*See*, generally, Ramires Decl., ¶¶ 5-7, 13; Perez Decl., ¶¶ 5-7, 13).

9 In contrast, without having to take on any of the risk incurred by Plaintiffs or time spent by
10 Plaintiffs in litigating this matter, Settlement Class Members will automatically be issued a payment
11 for their claims. It appears that the Settlement Class Members recognize this enhancement was
12 justified because since the time the Class received notice of the requested Enhancement Payments, no
13 one has objected to the request. Thus, the Enhancement Payments to Plaintiffs are warranted to
14 compensate them for their time and effort, the fear and stress associated with assuming the
15 responsibility of serving as the Class Representatives, and the concrete risks they assumed as the Class
16 Representatives.

17 **IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
18 **REASONABLE**

19 In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved,
20 Settlement Administration Costs not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00).
21 (Blanchard Decl., ¶ 41). Apex Class Action, LLC is the approved Settlement Administrator. It is an
22 experienced class administrator and has adequately performed the administration tasks required by the
23 Preliminary Approval Order. Apex Class Action, LLC's actual costs to administer the Settlement are
24 Eight Thousand Dollars (\$8,000.00). (Apex Decl., ¶ 19). Based thereon, the requested costs should
25 be approved.

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

27 Pursuant to California Labor Code Section 2699(s)(1), the Superior Court shall review and
28 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
§ 2699(s)(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate,

1 and should be approved. As part of the Settlement, Defendant has agreed to pay Forty-Two Thousand
2 Five Hundred Dollars and Zero Cents (\$42,500.00) to settle the claims of the PAGA Employees
3 brought pursuant to PAGA, of which the payment of Twenty-Seven Thousand Six Hundred Twenty-
4 Five Dollars and Zero Cents (\$27,625.00) (65% of the PAGA Amount) will be paid to the LWDA for
5 education and enforcement purposes. (Blanchard Decl., ¶ 42).

6 It is extremely common in approved wage and hour class action cases that settle that only a
7 small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to
8 class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
9 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
10 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
11 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
12 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
13 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
14 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
15 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
16 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
17 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
18 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
19 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here,
20 in these approved settlements, the parties generally maximized statutory penalties and minimized
21 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
22 California Labor Code violations. (Blanchard Decl., ¶ 43).

23 XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE

24 California law vests the Court with broad discretion in fashioning an appropriate notice
25 program. (*See* California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-
26 74). To protect the rights of absent class members, the parties must provide class members with the
27 best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985)
28 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice

1 must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*
2 *Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which
3 is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of
4 the action and afford them an opportunity to present their objections"]. The content and method of
5 the notice should be designed to apprise the class members of the terms of the proposed settlement
6 and of the class members' rights regarding the settlement. (See *Mullane, supra*, 339 U.S. at 314;
7 *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
8 F. Supp. 364, 378).

9 The Class Notice approved by the Court met these requirements: it identified the Parties and
10 described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution
11 of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payments to
12 Plaintiffs, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys'
13 Fees and Costs to Class Counsel. (Blanchard Decl., ¶ 44; see also Apex Decl., Exh. A). The Class
14 Notice described the proposed Settlement with enough specificity to allow each Class Member to
15 make an informed choice whether to accept and participate in it. (Ibid). It also explained how and
16 when Class Members may object to or opt out of the Class Settlement. (Ibid). Finally, the Class
17 Notice provided the date for the hearing on final approval of the Settlement and informed Class
18 Members how to obtain additional information about the Settlement. (Ibid).

19 XII. CONCLUSION

20 For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs'
21 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
22 attorneys' fees to Class Counsel of \$297,500.00; (2) the requested reimbursement of actual costs and
23 expenses to Class Counsel of \$29,529.31; (3) the requested Enhancement Payments to Plaintiffs of
24 \$15,000.00 (\$7,500.00 each); and (4) the requested Settlement Administration Costs to the Settlement
25 Administrator of \$8,000.00; and permit the filing of a memorandum that exceeds the page limit.

26 Respectfully submitted,

27 Dated: May 6, 2026

BLACKSTONE LAW, APC

28 By: A. Blanchard
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