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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

JESUS GARCIA, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

THE BEACH CHALET, L.P., a California
Limited Partnership; and DOES 1-50,
Inclusive,

Defendants.

Case No. CGC-22-600090

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Date: October 27, 2026
Time: 9:00 a.m.

Judge: Hon. Joseph M. Quinn
Dept.: 302

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I. INTRODUCTION

Plaintiff Jesus Garcia (“Plaintiff”) seeks final approval of the Class Action and PAGA Settlement Agreement, Amendment No. 1 to Class Action and PAGA Settlement Agreement, and Amendment No. 2 to Class Action and PAGA Settlement Agreement (collectively, the “Agreement”)¹, which if approved, would provide valuable monetary relief for 661 Settlement Class Members² employed by Defendant The Beach Chalet, L.P. (“Defendant”) during the period from June 9, 2018 to February 2, 2025 (the “Class Period”). Plaintiff and Class Counsel also seek approval of Attorneys’ Fees and Attorneys’ Expenses in an amount of \$152,879.25, comprised of \$133,333.33 (one-third of the Gross Settlement Amount) in attorneys’ fees, and \$19,545.92 for reimbursement of actually incurred litigation expenses.³

An objective evaluation of the proposed settlement of \$400,000.00 (“Gross Settlement Amount”) confirms that the relief negotiated on behalf of the Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations between experienced counsel, guided by the wisdom and experience of the Hon. Brian C. Walsh (Ret.), an experienced mediator of wage and hour class and PAGA actions. Declaration of Shani O. Zakay (“SOZ Dec.”), ¶ 12. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately \$197,366.67, an average Individual Settlement Payment of \$298.59, high payment of \$2,178.25, and a low payment of \$16.32. Aggrieved Employees will receive an estimated average gross payment of \$14.12, a high payment of \$55.15, and a low payment of \$0.66. Declaration of Ann Linton (“Atticus Dec.”), ¶¶ 18-19.

The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra*). As discussed below, the proposed Settlement satisfies all criteria for final approval of the settlement under

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¹ The Agreement is attached as Ex “1” to the Declaration of Shani O. Zakay (“SOZ Dec.”) at ¶ 4. All citations to the Agreement incorporate by this reference a citation to the SOZ Dec., ¶ 4. Further, unless indicated otherwise, capitalized terms used herein have the same meaning as those defined by the Agreement.

² Defendant initially estimated that the total Class was comprised of 669 individuals. When Defendant sent the Class Data for the 699 individuals to the Claims Administrator, the Claims Administrator discovered that there were 8 duplicate records. See Declaration of Ann Linton (“Atticus Dec.”) at ¶ 4.

³ Currently Class Counsel incurred \$9,495.25 in litigation expenses and anticipates an additional \$600 in costs to file this motion, provide courtesy copies, and file a compliance declaration once the funds have been disbursed, and closing out the case.

California law and falls well within the range of reasonableness.

II. OVERVIEW OF THE LITIGATION

Defendant operates a brewery and restaurant in San Francisco, California, where Plaintiff worked. Plaintiff was employed by Defendant from March 2021 to January of 2022 as a non-exempt employee. Declaration of Jesus Garcia (“Garcia Dec.”) at ¶ 3. Plaintiff alleges that he was denied legally compliant meal and rest periods, and minimum wages and overtime compensation at all times during his employment. Throughout his employment, Plaintiff was subject to Defendant’s written policies and procedures contained in, among other documents, the “Employee Handbook.” SOZ Dec., ¶ 13.

Generally, Plaintiff claims that Defendant failed to pay for all time worked, failed to accurately calculate the regular rate of pay for purposes of overtime and meal period premiums, failed to provide compliant meal and rest periods, failed to reimburse for mandatory business expenses, failed to furnish accurate itemized wage statements, and failed to pay all wages upon separation. Defendant denies liability for each of Plaintiff’s claims. Further, Defendant asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff’s claims. SOZ Dec., ¶ 14.

On April 4, 2022, Plaintiff served Defendant and the Labor and Workforce Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA Notice set forth the facts and theories supporting Defendant’s alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Order and of his intent to pursue claims under California Labor Code’s Private Attorneys General Act, Cal. Lab. Code §§ 2698 *et seq* (“PAGA”). SOZ Dec., ¶ 15. On June 9, 2022, Plaintiff filed a class action complaint in the San Francisco County Superior Court, Case No. CGC-22-600090 (“Action”). The Action alleged nine causes of action against Defendant for: (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §§ 17200 *et. seq.*; (2) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (3) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*; (4) Failure to Provide Required Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Wage Statements

1 in violation of Cal. Lab. Code §226; (7) Failure to Reimburse for Required Expenses in violation of
2 Cal. Lab. Code § 2802; (8) Failure to Pay Wages When Due in violation of Cal. Lab. Code §§ 201,
3 202, and 203; and (9) Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*
4 (“PAGA”)]. SOZ Dec., ¶ 16.

5 On August 4, 2022, Plaintiff filed a First Amended Complaint to dismiss the class claims without
6 prejudice and allege a single PAGA representative cause of action. On September 15, 2022, Judge
7 Richard B. Ulmer, Jr., granted Defendant’s Motion to Compel Arbitration and stay of the action and
8 declined to dismiss Plaintiff’s representative claims. On July 4, 2023, Plaintiff filed a Motion to Vacate
9 the September 15, 2022, order compelling Plaintiff’s individual claims to arbitration pursuant to CCP
10 §1281.98 on the grounds that Defendant was in material breach of the arbitration agreement and was
11 in default of the arbitration agreement as Defendant failed to pay all fees and costs required to continue
12 the arbitration proceeding. On August 1, 2023, Judge Ulmer granted Plaintiff’s Motion to Vacate the
13 Order compelling Plaintiff’s Individual Claims to Arbitration. After Plaintiff’s Motion for Leave to file
14 a Second Amended Complaint was granted on October 30, 2023. Plaintiff filed the Second Amended
15 Complaint on November 3, 2023, to reallege the previously dismissed class claims against Defendant.
16 SOZ Dec., ¶ 17.

17 The Parties agreed to mediate this action. To prepare for mediation, the Defendant agreed to
18 informally produce additional documents and data points subject to the mediation privilege, including
19 but not limited to, the Class Members’ time data and certain payroll data points. Plaintiff’s counsel
20 retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendant’s time and
21 payroll data. On October 22, 2024, the Parties participated in a full-day mediation with the Hon. Brian
22 C. Walsh (Ret.), a highly respected mediator of wage and hour class actions. The mediation concluded
23 without a settlement. However, with Judge Walsh’s assistance, the Parties continued settlement
24 discussions and ultimately reached a settlement, which was subsequently memorialized in the form of
25 a Memorandum of Understanding (“MOU”). The complete and final terms of the Parties’ settlement
26 are now set forth in the Agreement, which is the subject of the instant motion. SOZ Dec., ¶ 18.

27 On February 17, 2026, this Court granted preliminary approval of the Settlement. SOZ Dec., ¶
28 5. On May 8, 2026, the Settlement Administrator mailed Notice Packets to 661 Class Members. Atticus

Dec., ¶ 8. The mailing of the Notice Packets triggered a forty-five (45) day Response Deadline for the Settlement Class to submit requests for exclusion from, or objections to, the Settlement. Agreement at § I(GG). In response, 100% of the Class Members are participating in the Settlement. Atticus Dec., ¶ 13.

III. THE SETTLEMENT BEFORE THE COURT

The Court preliminarily approved a Gross Settlement Amount of \$400,000. Defendant will fund the Gross Settlement Amount by the later of: (1) the Effective Date, or (2) February 3, 2026. Agreement at § I(O). The Gross Settlement Amount is all-in with no reversion to Defendant, and Defendant must separately pay for its share of the employer payroll taxes. Agreement at § III(A)(1). The Net Settlement Amount shall be used for the payment of all Individual Settlement Payments to satisfy all Released Class Claims. The Settlement Administrator will calculate Individual Settlement Payments by adding up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Settlement Class Member's Payment Ratio is then multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payment. Agreement at § III(I)(1).

In exchange for this valuable consideration, upon entry of final judgment and funding of the Gross Settlement Amount, the Settlement Class Members will release the Released Parties from all class claims that were alleged, or that reasonably could have been alleged, based on the facts alleged in the operative complaint in this action which occurred during the Class Period. Agreement at §§ I(DD), III(B). Atticus Class Action Administration was appointed as the Settlement Administrator. The Claims Administration Expenses are \$9,300.00. Atticus Dec., ¶ 22. These expenses will be paid from the Gross Settlement Amount. Amendment No. 2 to Agreement at § III(I)(12). Subject to Court approval, Class Counsel shall seek Attorneys' Fees and Expenses in the amount of \$152,879.25, comprised of \$133,333.33 (one-third of the Gross Settlement Amount) in attorneys' fees, and \$19,545.92 for actually incurred litigation expenses.

Subject to Court approval, the Agreement provides for a Service Award in the amount of \$10,000.00 for Plaintiff in consideration of his time, risk, and efforts as the Class Representative on

1 behalf of the Settlement Class. Agreement at §§ I(HH), III(I)(9). As set forth in the Agreement,
2 \$20,000.00 of the Gross Settlement Amount has been allocated for civil penalties under the PAGA
3 (“PAGA Payment”). Seventy-five percent (75%) of the PAGA Payment will be paid to the California
4 Labor and Workforce Development Agency (“LWDA Payment”). The Settlement Administrator shall
5 distribute the remaining twenty-five percent (25%) of the PAGA Payment to the Aggrieved Employees
6 (“Aggrieved Employee Payment”). Agreement at §§ I(W); III(I)(11). As explained in further detail
7 below, the Settlement is fair, adequate, and reasonable to the Class and should be granted final approval.
8 Given the complexities of this case, the defenses asserted, the uncertainty of class certification, along
9 with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable, and
10 adequate, and should be granted final approval. SOZ Dec., ¶ 19.

11 **IV. GENERAL STANDARDS APPLICABLE TO JUDICIAL REVIEW AND APPROVAL**
12 **OF CLASS ACTION SETTLEMENTS**

13 Settlements of disputed claims are favored by the courts. *Huens v. Tatum*, 52 Cal. App. 4th 259,
14 265 (1997). In evaluating settlements, the courts have long recognized that compromise is particularly
15 appropriate since such litigation is difficult and notoriously uncertain. *7-Eleven Owners for Fair Fran.*
16 *v. Southland Corp.*, 85 Cal.App.4th 1135, 1151 (2000).

17 “[T]o prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class
18 action requires court approval.” *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996) *citing*
19 *Malibu Outrigger Bd. of Governors v. Superior Court*, 103 Cal. App. 3d 573, 578-579 (1980). The
20 court must decide whether the proposed settlement falls within the range of reasonable settlements,
21 considering that settlements are compromises between the parties reflecting subjective, unquantifiable
22 judgments concerning the risks and possible outcomes of litigation. See also *Wershba v. Apple*
23 *Computer*, 91 Cal.App.4th 224, 246 (2001). In *Wershba*, appellants argued that the settlement was too
24 low given the “clear” liability, however, the Court rejected this argument and held that “the merits of
25 the underlying class claims are not a basis for upsetting the settlement of a class action.” *Wershba*,
26 *supra*, at 246; *see also 7-Eleven, supra*, at 1150. In these cases, courts have repeatedly emphasized that
27 there is a strong initial presumption that the compromise is fair and reasonable. *Wershba*, 91
28 Cal.App.4th at 245. The presumption of fairness exists where: (1) investigation and discovery are

1 sufficient to allow counsel and the court to act intelligently; (2) the settlement is reached through arm's-
2 length bargaining; (3) counsel is experienced in similar litigation; and (4) there percentage of objectors
3 is small. *Dunk*, 48 Cal. App. 4th at 1801, citing Newberg & Conte, *Newberg on Class Actions*, (3d ed.
4 1992) §11.41, pp. 11-91. Here, all of these factors support a presumption of fairness.

5 **V. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

6 The court must determine whether the settlement is fair, adequate, and reasonable. *Dunk v. Ford*
7 *Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); *see also Officers for Justice v. Civil Service Com'n*, 688
8 F.2d 615, 625 (9th Cir. 1982). The purpose of the requirement is "the protection of those class members,
9 including the named plaintiffs, whose rights may not have been given due regard by the negotiating
10 parties." *Dunk, supra*, at 1801.

11 The trial court has broad discretion to determine whether the settlement is fair. *Rebney v. Wells*
12 *Fargo Bank*, 220 Cal.App.3d 1117, 1138 (1990). "The well-recognized factors that the trial court should
13 consider in evaluating the reasonableness of a class action settlement agreement include 'the strength of
14 plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of
15 maintaining class action status through trial, the amount offered in settlement, the extent of discovery
16 completed and the stage of the proceedings, the experience and views of counsel, the presence of a
17 governmental participant, and the reaction of the class members to the proposed settlement.'
18 [Citations.]" *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008); *see also Munoz v.*
19 *BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399, 408 (2010).

20 The list of factors is not exhaustive and should be tailored to each case. *Dunk, supra*, at 1801.
21 Due regard should be given to what is otherwise a private consensual agreement between the parties.
22 *Id.* The inquiry "must be limited to the extent necessary to reach a reasoned judgment that the agreement
23 is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the
24 settlement, taken as a whole, is fair, reasonable and adequate to all concerned." *Id.* "Ultimately, the
25 [trial] court's determination is nothing more than 'an amalgam of delicate balancing, gross
26 approximations and rough justice.' [Citation omitted.]" *Id.* These factors are analyzed below and all
27 support final approval of the class action settlement before this Court.
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2 **A. Class Counsel Conducted a Thorough Investigation.**

3 As detailed in the motion for preliminary approval, Class Counsel thoroughly investigated the
4 proposed Class Members' claims, applicable law, and potential defenses. Specifically, Class Counsel
5 assessed the value of the class claims using data and documents provided by Defendant through
6 informal discovery. Class Counsel obtained 100% of the time and payroll records from the Class
7 Members, aggregate workweek and pay period data, and copies of policies and applicable handbooks
8 containing, *inter alia*, compensation, timekeeping, and meal and rest period policies. Class Counsel
9 retained BCG to analyze Defendant's time and payroll data to formulate damage models estimating
10 Defendant's liability exposure. Class Counsel's investigation, research, experience, and damage model
11 informed and guided the mediated negotiations that resulted in this settlement. SOZ Dec., ¶ 20.

12 **B. The Parties Settled After Mediation.**

13 The Settlement is the product of a mediation session with a respected mediator and subsequent
14 negotiations over the terms of the Settlement. The negotiations were adversarial, conducted at arm's-
15 length and tempered by the efforts of both sides to serve the interests of their clients. SOZ Dec., ¶ 21.

16 **C. Class Counsel is Experienced in Similar Litigation.**

17 Class Counsel in this matter have extensive class action experience in multiple fields and has
18 represented tens of thousands of persons in class actions. Class Counsel's experience is summarized
19 in their concurrently filed declarations. Class Counsel has concluded the settlement is fair, adequate,
20 and reasonable and in the best interests of the Class. SOZ Dec., ¶¶ 22-23; Declaration of Jean-Claude
21 Lapuyade ("JCL Dec.") ¶¶ 13-18.

22 **D. The Settlement Class Responded Positively to the Settlement.**

23 The reaction of the Settlement Class unequivocally supports approval of the Settlement. None
24 of the 661 members of the Class opted out of the Settlement. Moreover, there are zero objections.
25 Stated differently, 100% of the Settlement Class chose to participate in the Settlement. Atticus Dec.,
26 ¶¶ 13-14. The overwhelmingly positive response by the Settlement Class strongly supports a finding
27 that the Settlement is fair, reasonable, and adequate. *See In re Austrian & German Bank Holocaust*
28 *Litigation*, 80 F. Supp. 2d 164, 175 (S.D.N.Y. 2000). Consequently, Class Counsel respectfully requests

the Court to follow the high approval of the Settlement Class and grant final approval of the Settlement.

E. The Risk, Expense, Complexity and Duration of Further Litigation Favor Settlement.

Although Plaintiff and Class Counsel believe that this case has merit, they recognized the potential risks both sides would face if litigation of this action continued. SOZ Dec., ¶ 24. As the federal court in *Glass v. UBS Fin. Servs.*, 2007 WL221862 held, where the parties faced uncertainties similar to those in this litigation:

“In light of the above-referenced uncertainty in the law, the risk, expense, complexity, and likely duration of further litigation likewise favors the settlement. Regardless of how this Court might have ruled on the merits of the legal issues, the losing party likely would have appealed, and the parties would have faced the expense and uncertainty of litigating an appeal. The expense and possible duration of the litigation should be considered in evaluating the reasonableness of [a] settlement.”

With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated, reversed and remanded a \$110 million judgment against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgment in favor of the employer. Thus, the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring settlement. SOZ Dec., ¶ 25.

Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Plaintiff’s claims and, in fact, already has. SOZ Dec., ¶ 26. In a similar wage and hour case, the federal district court in *Hopson v. Hanesbrands Inc.*, 2009 U.S. Dist. LEXIS 33900 at * 19-20 (N.D. Cal. 2009), granted approval of an overtime class action settlement and explained:

Plaintiffs may have a strong case, but the risks inherent in continued litigation are great. Defendants strongly deny liability for Plaintiffs’ principal claim that full-time Service Associates were misclassified as exempt. In addition to the uncertainties raised by Defendants at the preliminary stage regarding Plaintiffs’ chance of success in this case, Defendants note that the question of an employer’s duty to provide rest and meal periods is an open one, signaling even less certainty for Plaintiffs.....**[T]he Total Settlement amount and the Class Members’ expected net recovery, after fees and other costs are deducted, appear to be a reasonable compromise, in light of the risks of litigation.**

As recognized in a federal decision approving settlement of an overtime wage class action:

The potential complexity and possible duration of trial also weigh in favor of granting final approval. Plaintiffs acknowledge the difficulties of proving damages, recognize the uncertainty of outcome, and believe defendant would appeal in the event of adverse judgment. A post-judgment appeal would require many years to resolve and delay payment to class members. Plaintiffs believe the benefits of a guaranteed recovery today outweigh an uncertain future result. Accordingly, plaintiffs argue, and the Court agrees, the actual recovery confers substantial benefits on the class that outweigh the potential recovery through full adjudication.

Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118, *9 (S.D. Cal. 2009);

In sum, class certification in this action would have been hotly disputed and was by no means a foregone conclusion. Where both sides face significant uncertainty, as here, the attendant risks favor settlement. *Hanlon v. Chrysler Corp.*, 150 F. 3d 1011, 1026 (9th Cir. 1998).

Plaintiff and Class Counsel recognize the expense and length of a trial against Defendant through possible appeals which could take another three years. In arriving at their informed belief that the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk inherent in complex actions such as this one. Class Counsel are also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiff and Class Counsel believe that the Settlement confers substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval. SOZ Dec., ¶ 27.

F. The Gross Settlement Amount is Fair and Reasonable.

The Gross Settlement Amount of \$400,000.00 in this case is fair and well within the range of recognized reasonableness. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed varied economic damages models measuring Defendant's liability exposure while accounting for the uncertainties of continued litigation.

1 The various models were informed by Class Counsel’s investigation, including the analysis of all Class
2 Members’ time and payroll data. As detailed in greater depth during the preliminary approval process,
3 Class Counsel projected a range of Defendant’s liability exposure for the claims asserted on behalf of
4 the Settlement Class. The Gross Settlement Amount represents between approximately 11.81% and
5 24.9% of Defendant’s class-wide liability exposure as estimated by Class Counsel at the time of
6 mediation. SOZ Dec., ¶ 28.

7 In *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at * 12, the District
8 Court for the Northern District of California granted final approval in a wage and hour misclassification
9 action and found that the total settlement representing 10% of the estimated trial award was within the
10 “range of reasonableness.” In *Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454,
11 459 (9th Cir. 2000), the Ninth Circuit approved a settlement representing “roughly one-sixth of the
12 potential recovery.” Given the amount of the settlement here as compared to the potential value of the
13 claims, particularly the strength of Plaintiff’s action, the settlement is clearly fair and reasonable.

14 The settlement provides significant relief to the Settlement Class Members. The average
15 settlement payment is approximately \$298.59, the highest is approximately \$2,178.25, and the lowest
16 is approximately \$16.32. Atticus Dec., ¶ 18. This average net recovery is greater than many wage and
17 hour class action settlements approved by California state and federal courts. *See, e.g., Palencia v. 99*
18 *Cents Only Stores*, No. 34-2010-00079619 (Sacramento County Super. Ct) (average net recovery of
19 approximately \$80); *Fukuchi v. Pizza Hut*, Case No. BC302589 (L.A. County Super. Ct.) (average net
20 recovery of approximately \$120); *Contreras v. United Food Group, LLC*, Case No. BC389253 (L.A.
21 County Super. Ct.) (average net recovery of approximately \$120); *Ressler v. Federated Department*
22 *Stores, Inc.*, Case No. BC335018 (L.A. County Super. Ct.) (average net recovery of approximately
23 \$90). Clearly the goal of this litigation to obtain redress for the class has been met by this Settlement.
24 Given the amount of the Settlement, the risks of litigation and the arm’s length negotiations between
25 experienced counsel, the settlement is entitled to final approval.

26 **VI. THE PENALTIES UNDER THE PRIVATE ATTORNEY GENERAL ACT OF 2004**
27 **ARE REASONABLE**

28 Courts routinely approve of amounts for PAGA penalties in the range of zero to two percent of

1 the settlement. *See id.* at *1, 9 (approving a PAGA payment of 0.3%); *Jack v. Hartford Fire Ins. Co.*,
2 No. 09cv1683 MMA (JMA), 2011 WL 4899942, at *6 (S.D. Cal. Oct. 13, 2011) (approving a PAGA
3 payment of 0.25%); *McKenzie v. Fed. Express Corp.*, No. CV 10-02420 GAF (PLAx), 2012 WL
4 12882124, at *5 (C.D. Cal. Jan. 23, 2012) (acknowledging that courts approve PAGA claim settlements
5 in the range of zero to two percent of the total settlement).

6 Here, Plaintiff and Defendant negotiated a good faith PAGA Payment in the amount of
7 \$20,000.00 which is 5% of the Gross Settlement Amount. This amount falls well within the range of
8 approved PAGA allocations. Seventy-Five percent (75%) of the PAGA Payment (\$15,000.00) will be
9 paid to the LWDA (“LWDA Payment”) with the remaining twenty-five percent (25%) of the PAGA
10 Payment (\$5,000.00) to be distributed to the Aggrieved Employees, which is within the range of PAGA
11 Payment approved by courts and should be approved. SOZ Dec., ¶ 29.

12 Further, on September 25, 2025 Class Counsel gave the LWDA notice of this Settlement and
13 proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with
14 the LWDA. On September 30, 2026, Plaintiff gave the LWDA notice of this motion seeking final
15 approval of this settlement. SOZ Dec., ¶¶ 7-8. By not registering an objection with either Class Counsel
16 or the Court, the LWDA has accepted and approved of the proposed PAGA Payment.

17 **VII. CLASS COUNSEL’S REQUEST FOR FEES AND COSTS**

18 As part of the settlement, the parties agreed to award Class Counsel’s Attorneys’ Fees and
19 Expenses in an amount of up to \$163,333.33, comprised of \$133,333.33 (one-third of the Gross
20 Settlement Amount) for attorneys’ fees, and up to \$30,000.00 for reimbursement of actually incurred
21 litigation expenses. These Attorneys’ Fees are fair compensation and, respectfully, should be approved.
22 Class Counsel undertook complex, risky, and time-consuming wage and hour litigation on a contingent
23 basis. Further, the Attorneys’ Fees of one-third of the Gross Settlement Amount are within the
24 historically recognized range of attorneys’ fees awarded in common fund class action settlements –
25 between 25% and 50% – and is supported by Class Counsel’s lodestar cross-check with a multiplier of
26 1.00. That is below the 2.13 multiplier approved by the Supreme Court in *Laffitte v. Robert Half*
27 *International, Inc.* (2016) 1 Cal.5th 480, with additional work to be performed, and well below the
28

1 recognized multiplier range of between 2 and 4⁴. Thus, the reasonableness of the requested Attorneys’
2 Fees is confirmed by reference to the lodestar with a reasonable multiplier with significant additional
3 work still to be performed. SOZ Dec., ¶ 34.

4 **A. Common Fund**

5 Courts have long recognized that when class counsel’s efforts result in the creation of a common
6 fund that benefits plaintiffs and unnamed class members, class counsel have an equitable right to be
7 compensated from that fund. *See, e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)
8 (“recogniz[ing] consistently that a litigant or a lawyer who recovers a common fund...is entitled to a
9 reasonable attorney’s fee from the fund as a whole”); *Laffitte*, 1 Cal. 5th at 488-89 (common fund
10 doctrine “long recognized” under California law). The common fund doctrine rests on the
11 understanding that attorneys should normally be paid by their clients and that, unless attorneys’ fees
12 are paid out of the common fund, those who benefit from the fund will be “unjustly enriched.” *Boeing*,
13 444 U.S. at 478. As noted above, in *Laffitte*, the California Supreme Court upheld the trial court’s award
14 of 33.33% of the settlement amount of \$19 million dollars with a 2.13 multiplier and affirmed that
15 “empirical studies show the percentage method with a lodestar cross-check is the most prevalent form
16 of fee method in practice.” *Laffitte*, 1 Cal. 5th at 496-97. In fact, courts have historically awarded
17 between 25% and 50% of the common fund as attorneys’ fees in class action settlements. *In re Warner*
18 *Communications*, 618 F.Supp. 735, 749-50 (S.D.N.Y. 1985).

19 Here, the fairest way to calculate a reasonable fee when contingency-fee litigation has produced
20 a fixed settlement amount for the Settlement Class Members is by awarding Settlement Class Counsel
21 a percentage of the total settlement sum. *See, e.g., In re Bluetooth Headset Products Liab. Litig.*, 654
22 F.3d 935, 942 (9th Cir. 2011). More importantly, a fee award under the common fund method here
23 would achieve the two underlying goals of the common fund doctrine by: (1) equitably requiring the
24 beneficiaries of the common fund to pay their pro rata share of fees incurred in creating the fund; and
25 (2) providing an incentive to attract competent counsel to handle wage and hour class actions, which
26

27 ⁴ See *Laffitte*, *supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with 2 multiplier); *Wershba v. Apple Computer*, 91 Cal.
28 App. 4th 224, 255 (2001) (“multipliers can range from 2 to 4 or even higher.”); *In re Sutter Health Uninsured Pricing*
Cases, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as “fair and reasonable”); *Chavez v. Netflix, Inc.*, 162
Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4).

1 California courts recognize as a fundamental tool to ensure the effective enforcement of the Labor Code
2 and minimum labor standards. *See, e.g., Gentry v. Super. Ct.*, 42 Cal. 4th 443, 455-56 (2007) (overruled
3 on other grounds by *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014)
4 (emphasizing the indispensable value of private enforcement of California’s wage-and-hour laws
5 through class actions)).

6 The Agreement provides for payment of Class Counsel’s Attorneys’ Fees from the common
7 fund. Accordingly, it is well within the Court’s discretion to award fees to Class Counsel under the
8 common fund doctrine. Class Counsel requests attorneys’ fees in the amount of \$133,333.33
9 representing one-third of the Gross Settlement Amount. Class Counsel’s request is consistent with
10 many fee awards in similar wage and hour class actions. Moreover, the requested attorneys’ fee award
11 is in the middle of historically recognized range of attorneys’ fees awarded in common fund settlements.
12 SOZ Dec., ¶¶ 35-36. The negotiated Attorneys’ Fees should be awarded based upon the Gross
13 Settlement Amount in accordance with *Laffitte*, i.e., the percentage of the fund with a lodestar cross
14 check. As further explained below, the reasonableness of the requested \$133,333.33 attorneys’ fee
15 award is further supported by the lodestar cross-check.

16 **B. Class Counsels’ Lodestar Supports the Requested Attorneys’ Fees**

17 Class Counsel’s lodestar to date is \$132,756.00, *exclusive of costs*, with significant work
18 remaining. SOZ Dec., ¶ 32. Thus, Class Counsel’s fee request is equal to Class Counsel’s lodestar
19 with a 1.00 multiplier – well below the 2.13 multiplier approved in *Laffitte* – and well within the
20 recognized multiplier range between 2 and 4. *See Taylor v. FedEx Freight, Inc.*, 2016 U.S. Dist. LEXIS
21 142202 (E.D. Cal. 2016) (following *Laffitte*, approved 30% fee award with cross-check lodestar
22 multiplier of 2.26); *Emmons v. Quest Diagnostics Clinical Labs., Inc.*, 2017 U.S. Dist. LEXIS 27249
23 (E.D. Cal. 2017) (following *Laffitte*, approved 33% fee award with cross-check lodestar multiplier of
24 1.7). SOZ Dec. ¶¶ 34. Because the Settlement in this case is a pure common fund case, and the
25 percentage of the fund is the comparable marketplace for fee awards in common fund cases, *Laffitte*
26 supports an award based upon the percentage of the common fund. Moreover, Class Counsel’s lodestar
27 supports the requested attorneys’ fees with a multiplier well within the recognized range of
28 reasonableness, and in fact, below what the California Supreme Court approved in *Laffitte*.

1 Although no rigid formula applies, an analysis of each of the following “basic factors” that
2 California courts typically consider further supports the reasonableness of a fee request: **(1)** the result
3 class counsel obtained; **(2)** the time and labor required of the attorneys; **(3)** the contingent nature of the
4 case and the delay in payment to class counsel; **(4)** the extent to which the nature of the litigation
5 precluded other employment by class counsel; **(5)** the experience, reputation, and ability of the attorneys
6 who performed the services, the skill they displayed in the litigation, and the novelty, complexity and
7 difficulty of the case; and **(6)** the informed consent of the clients to the fee agreement. *Serrano v. Priest*,
8 20 Cal. 3d 25, 49 (1977); *Dunk v. Ford Motor Co.*, 48 Cal.App.4th at 1810 n.2. Those factors support
9 Class Counsel’s request and are addressed in more detail in Counsel’s declarations submitted
10 concurrently herewith. In short: **(1)** Considering the issues presented in the case, the Gross Settlement
11 Amount of \$400,000.00 is an excellent result for the Settlement Class; **(2)** Collectively, Class Counsel
12 worked hard on this case and expended approximately 191.8 hours in the prosecution of this litigation
13 for more than four years since it was filed for a total lodestar of \$132,756.00; **(3)** Class Counsel
14 undertook this litigation on a contingent-fee basis, assuming a significant risk that the litigation would
15 yield no recovery after many years of work; **(4)** Class Counsel negotiated a one-third contingency fee
16 arrangement, a reasonable arrangement to obtain competent counsel in the marketplace for
17 representation in wage and hour class actions of this nature. It is only equitable that Settlement Class,
18 who share in the excellent results achieved by this Settlement, bear their pro rata share of the attorneys’
19 fees award to Class Counsel; **(5)** Class Counsel possesses significant experience litigating complex
20 wage and hour class actions and the way this Settlement was achieved is demonstrative of the highly
21 efficient way this litigation was managed and resolved (*See* Class Counsel’s declarations for a detailed
22 outline of their skills and experience); and **(6)** Class Counsel’s hourly rates, which are set forth in the
23 concurrently filed declarations of Jean-Claude Lapuyade, Esq., and Shani Zakay, Esq., are well within
24 the range of rates billed by comparable attorneys in this market and reasonably compare with rates
25 approved by other trial courts in wage and hour class action litigation.

26 **C. Class Counsel’s Costs**

27 Common fund fee and expense awards include counsel’s incurred expenses because those who
28 benefit from their effort should share in the cost. *See Rider v. City of San Diego*, 11 Cal. App. 4th 1410,

1 1423 n.6 (1992). The appropriate analysis in deciding if costs are compensable is whether the costs are
2 of the type typically billed by attorneys to paying clients in the marketplace. *See Harris v. Marhoefer*,
3 24 F.3d 16, 19 (9th Cir. 1994). As of the date of this filing, Class Counsel have incurred a total of
4 \$9,495.25 litigating this action plus an anticipated \$600 in additional costs to file this motion, provide
5 courtesy copies, and closing out the case. All of Class Counsel's out-of-pocket expenses are the types
6 of expenses normally charged to paying clients, including filing fees, mediation fees, and expert costs,
7 which were all incurred during, and were necessary for the successful prosecution of, the litigation and,
8 therefore, should be reimbursed. SOZ Dec., ¶¶ 37-39; JCL Dec. ¶¶ 11-12.

9 **D. Plaintiff's Service Award Is Reasonable and Should be Approved**

10 Courts routinely approve service awards to compensate named plaintiffs for the services they
11 provide and the risks they incur during the class litigation. *Bell v. Farmers Ins. Exch.*, 115 Cal.App.4th
12 715, 726 (2004). The factors courts use in determining the amount of service awards include: (1) a
13 comparison between the service awards and the range of monetary recovery available to the class; (2)
14 time and effort put into the litigation; (3) whether the litigation will further the public policy underlying
15 the statutory scheme; and (4) risks of retaliation. *Clark v. American Residential Services, LLC*, 175
16 Cal.App.4th 785, 804-805 (2009).

17 Regarding the amount of the requested awards, courts frequently approve awards of \$10,000.00
18 or more. *See In re Cellphone*, 186 Cal.App.4th 1380. The amount of the requested Service Award to
19 Plaintiff for \$10,000.00 is reasonable by reference to the amounts that California courts (both federal
20 and state) have repeatedly awarded in similar class action settlements. Further, the unanimous consent
21 by the Class Members favors the Court's approval of the requested Service Award. Equally important,
22 the time, effort, and services provided to the Settlement Class justifies the requested Service Awards.
23 The Class Representative performed his duties to the Settlement Class admirably. Plaintiff's work is
24 summarized in his declarations filed concurrently herewith. Plaintiff assumed the serious risk of
25 liability for Defendant's costs and potentially fees if the case was unsuccessful. Nevertheless, Plaintiff
26 knowingly and voluntarily undertook the risk to vindicate the rights of the Settlement Class. Garcia
27 Dec. ¶¶ 1-18; SOZ Dec., ¶ 40.

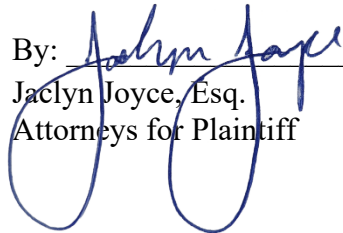
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3 **VIII. CONCLUSION**

4 Plaintiff respectfully submits that the proposed settlement satisfies the standard of fairness
5 established in California law and should therefore be finally approved as fair, reasonable, and adequate
6 and request entry of the Final Approval Order and Judgment submitted herewith. Further, based on the
7 foregoing, Class Counsel respectfully requests approval of the Class Counsel Award payment in the
8 amount of \$152,879.25, comprised of (1) \$133,333.33 as compensation for attorneys' fees (one-third of
9 the Gross Settlement Amount of \$400,000.00) and (2) litigation expenses of \$19,545.92 as supported
10 by Class Counsel's billing records. Class Counsel and the Class Representatives also respectfully request
11 approval of the requested Service Award in the amount of \$10,000.00 to Plaintiff.

12
13 Dated: September 30, 2026

ZAKAY LAW GROUP, APLC

14
15 By: 

Jaclyn Joyce, Esq.

Attorneys for Plaintiff
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