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TATYANA WILSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF TULARE

TATYANA WILSON, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

SIERRA MINIT MARTS, INC., a California
corporation; DON FORRESTER, an
individual; and DOES 2-50, Inclusive,

Defendants.

Case No. VCU308861

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

Date: October 26, 2026
Time: 8:30 a.m.

Judge: Hon. Nathan Ide
Dept.: 9

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1 **I. INTRODUCTION**

2 Plaintiff TATYANA WILSON (hereinafter “Plaintiff”) seeks final approval of the Stipulation of
3 Settlement of Class and PAGA Action Claims and Release of Claims along with the Addendum to Class
4 and PAGA Action Settlement (collectively, the “Agreement”),¹ which if approved, would provide
5 valuable monetary relief for 378 Settlement Class Members employed by Defendants Sierra Minit
6 Marts, Inc. and Don Forrester (hereinafter “Defendants”) at any time during the period from May 10,
7 2020, through September 7, 2025 (the “Class Period”). Plaintiff and Class Counsel also seek approval
8 of Attorneys’ Fees and Attorneys’ Expenses in an amount of \$271,072.36, comprised of \$250,000.00
9 (one-third of the Gross Settlement Amount) in attorneys’ fees, and \$11,553.52 for reimbursement of
10 actually incurred litigation expenses.²

11 An objective evaluation of the proposed settlement of \$750,000.00 (“Gross Settlement Amount”) confirms that the relief negotiated on behalf of the Class is fair, reasonable, and valuable. The
12 Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced
13 counsel, guided by the wisdom and experience of Gig Kyriacou, Esq., an experienced mediator of wage
14 and hour class and PAGA actions. Declaration of Shani O. Zakay (“SOZ Dec.”), ¶ 12. Plaintiffs
15 estimate that the Settlement, if approved, would result in a Net Settlement Amount of approximately
16 \$437,250.00, an average Individual Settlement Payment of \$1,156.75, high payment of \$6,128.26, and
17 a low payment of \$3.09. Aggrieved Employees will receive an estimated average gross payment of
18 \$34.83, a high payment of \$81.17, and a low payment of \$1.76. Declaration of Norma Ayala (“Apex
19 Dec.”), ¶¶ 21-24.

20
21 The relief offered by the Settlement is immediate and is particularly impressive when viewed
22 against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra*). As
23 discussed below, the proposed Settlement satisfies all criteria for final settlement approval under
24 California law and falls well within the range of reasonableness.

25 ///

26
27 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.

28 ² Currently Class Counsel incurred \$20,772.36 in litigation expenses and anticipates an additional \$300 in costs to file this motion and file a compliance declaration once the funds have been disbursed.

II. OVERVIEW OF THE LITIGATION

Defendant Sierra Minit Marts, Inc. operates six convenience stores in the state of California, including in Tulare County, where Plaintiff worked. Defendant Forrester owned Defendant Sierra Minit Marts, Inc. at the beginning of the Class Period but sold the company in December of 2022. Defendant Forrester no longer holds any ownership stake in Defendant Sierra Minit Marts, Inc. This action asserts claims on behalf of all current and former non-exempt employees who worked for Defendants in California at any time during the Class Period. Plaintiff worked for Defendants as a non-exempt employee in California from February of 2022 to May of 2022. At all times during her employment, Plaintiff earned an hourly wage and was entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours worked. Throughout her employment, Plaintiff was subject to Defendants' policies and procedures contained in, among other documents, the Employee Handbook. SOZ Dec., ¶ 13.

Generally, Plaintiff claims that Defendants failed to pay for all time worked, failed to provide compliant meal and rest periods, failed to reimburse for mandatory business expenses, failed to furnish accurate itemized wage statements, failed to accurately calculate the regular rate of pay, and failed to pay all wages upon separation. Defendants forcefully deny liability for each of Plaintiff's claims. Further, Defendants assert that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, asserting that it maintained facially compliant meal and rest period policies, issued compliant wage statements, and timely paid all wages due upon separation of employment. SOZ Dec., ¶ 14.

On November 8, 2024, Plaintiff submitted a Notice of Violations ("PAGA Notice") with the Labor and Workforce Development Agency ("LWDA"), and served the same on Defendant Sierra Minit Marts, Inc. Plaintiff's PAGA Notice set forth the facts and theories supporting Defendant Sierra Minit Marts, Inc.'s alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 et seq. ("PAGA"). SOZ Dec., ¶ 15.

On May 10, 2024, Plaintiff filed a class action complaint in the Tulare Superior Court, Case

Number VCU308861 (“Action”). The Action alleged eight causes of action against Defendant Sierra Minit Marts, Inc. 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 Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Statements in Violation Of Cal. Lab. Code § 226; and (8) Failure to Pay Wages When Due in Violation Of Cal. Labor Code §§ 201, 202 and 203. SOZ Dec., ¶ 16.

Plaintiff commenced written discovery in August of 2024. Subsequently, the Parties agreed to mediate the Action. To prepare for mediation, the Parties agreed that Defendant would informally produce additional documents and data points subject to the mediation privilege, including but not limited to, a sample of the Class Members’ time and payroll data, certain payroll data points, and pertinent wage and hour policies. As discussed infra, Plaintiff’s counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendants’ time and payroll data. SOZ Dec., ¶ 17.

On July 7, 2025, the Parties participated in a full day mediation with Gig Kyriacou, Esq., an experienced mediator of wage and hour class and PAGA actions. Although the mediation was unsuccessful, the Parties ultimately accepted a mediator’s proposal, which was subsequently memorialized in the form of a Memorandum of Understanding. Thereafter, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion. SOZ Dec., ¶ 18.

On January 16, 2026, to facilitate the Parties’ settlement, the Parties stipulated to allow Plaintiff to file a First Amended Complaint to add a cause of action under the PAGA, and to substitute Defendant Don Forrester as Doe Defendant 1. Plaintiff’s First Amended Complaint was filed on January 16, 2026. SOZ Dec., ¶ 19.

On March 2, 2026, this Court granted preliminary approval of the Settlement. SOZ Dec., ¶ 5.

1 Shortly thereafter, on April 30, 2026, the Settlement Administrator mailed Notice Packets to all 378
2 Class Members. Apex Dec., ¶ 7. The mailing of the Notice Packets triggered a sixty (60) day Response
3 Deadline for the Settlement Class to submit requests for exclusion or objections to the Settlement.
4 Addendum to the Agreement at § I(HH). In response, 100% of the Class Members are participating in
5 the Settlement. Apex Dec., ¶¶ 15-20.

6 **III. THE SETTLEMENT BEFORE THE COURT**

7 The Court preliminarily approved a Gross Settlement Amount of \$750,000.00. Defendants will
8 fund the Gross Settlement Amount within thirty (30) calendar days following the Effective Date.
9 Agreement at § I(O). The Gross Settlement Amount is all-in with no reversion to Defendants, and
10 Defendants must separately pay for their share of the employer payroll taxes. Agreement at § III(A)(1),
11 (5). The Net Settlement Amount shall be used for the payment of all Individual Settlement Payments to
12 satisfy all Released Class Claims. Agreement at § III(N)(1). The Settlement Administrator will calculate
13 Individual Settlement Payments by adding up the total number of Workweeks for all Class Members.
14 The respective Workweek for each Class Member will be divided by the total Workweeks for all Class
15 Members, resulting in the Payment Ratio for each Class Member. Each Settlement Class Member's
16 Payment Ratio is then multiplied by the Net Settlement Amount to calculate each Class Member's
17 estimated Individual Settlement Payment. Agreement at § III(N)(1).

18 In exchange for this valuable consideration, as of the Funding Date, the Settlement Class
19 Members will release the Released Parties from the Released Class Claims for the Class Period.
20 Agreement at § III(B). Apex Class Action LLC was appointed as the Settlement Administrator for the
21 class. The Settlement Administration Costs are \$7,750.00. Apex Dec., ¶ 25. These expenses will be
22 paid from the Gross Settlement Amount. Agreement at § III(N)(12). Subject to Court approval, Class
23 Counsel shall seek Attorneys' Fees and Expenses in the amount of \$271,072.36, comprised of
24 \$250,000.00 (one-third of the Gross Settlement Amount) in attorneys' fees, and \$11,553.52 for actually
25 incurred litigation expenses.

26 Subject to Court approval, the Agreement provides for a Service Award in the amount of
27 \$10,000.00 for Plaintiff in consideration of her time, risk, and efforts as the Class Representative on
28 behalf of the Settlement Class. Agreement at §§ I(II), III(N)(9).

1 As set forth in the Agreement, \$20,000.00 of the Gross Settlement Amount has been allocated for
2 civil penalties under the PAGA (“PAGA Payment”). Sixty-Five percent (65%) of the PAGA Payment
3 will be paid to the California Labor and Workforce Development Agency (“LWDA Payment”). The
4 Settlement Administrator shall distribute the remaining thirty-five percent (35%) of the PAGA Payment
5 to the Aggrieved Employees (“Aggrieved Employee Payment”). Agreement at §§ I(D); I(R), I(X),
6 III(N)(11).

7 As explained in further detail below, the Settlement is fair, adequate, and reasonable to the Class
8 and should be granted final approval. Given the complexities of this case, the defenses asserted, the
9 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
10 settlement is fair, reasonable, and adequate, and should be granted final approval. SOZ Dec., ¶ 18.

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

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

V. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE

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

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

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

///

1 **A. Class Counsel Conducted a Thorough Investigation.**

2 As detailed in the motion for preliminary approval, Class Counsel thoroughly investigated the
3 proposed Class Members' claims, applicable law, and potential defenses. Specifically, Class Counsel
4 assessed the value of the class claims using data and documents provided by Defendants through
5 informal discovery. Class Counsel obtained time and payroll records for the Class Members, aggregate
6 workweek and pay period data, and copies of applicable handbooks and written policies containing,
7 *inter alia*, compensation, timekeeping, and meal and rest period policies. Class Counsel retained BCG
8 to analyze Defendants' time and payroll data to formulate damage models estimating Defendants'
9 liability exposure. Class Counsel's investigation, research, experience, and damage model informed
10 and guided the mediated negotiations that resulted in this settlement. SOZ Dec., ¶ 22.

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

12 The Settlement is the product of a mediation session with a respected mediator and subsequent
13 negotiations over the terms of the Settlement. The negotiations were adversarial, conducted at arms-
14 length and tempered by the efforts of both sides to serve the interests of their clients. SOZ Dec., ¶ 23.

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

16 Class Counsel in this matter has extensive class action experience in multiple fields and has
17 represented tens-of-thousands of persons in class actions. Class Counsel's experience is summarized
18 in their concurrently filed declarations. Class Counsel has concluded the settlement is fair, adequate,
19 and reasonable and in the best interests of the Class. SOZ Dec. ¶ 24; Declaration of Jean-Claude
20 Lapuyade, Esq. ("JCL Dec."), ¶¶ 13-18.

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

22 The reaction of the Settlement Class unequivocally supports approval of the Settlement. None
23 of the 378 members of the Class opted-out of the Settlement. Moreover, there are zero objections.
24 Stated differently, approximately **100%** of the Settlement Class chose to participate in the Settlement.
25 Apex Dec., ¶¶ 17-20.

26 The unanimous approval by the Settlement Class strongly supports a finding that the Settlement
27 is fair, reasonable, and adequate. *See In re Austrian & German Bank Holocaust Litigation*, 80 F. Supp.
28 2d 164, 175 (S.D.N.Y. 2000). Consequently, Class Counsel respectfully requests the Court to follow

1 the unanimous approval of the Settlement Class and grant final approval of the Settlement.

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

3 Although Plaintiff and Class Counsel believe that this case has merit, they recognized the
4 potential risks both sides would face if litigation of this action continued. SOZ Dec., ¶ 26. As the
5 federal court in *Glass v. UBS Fin. Servs.*, 2007 WL221862 held, where the parties faced uncertainties
6 similar to those in this litigation:

7 ***“In light of the above-referenced uncertainty in the law, the risk, expense,***
8 ***complexity, and likely duration of further litigation likewise favors the***
9 ***settlement.*** Regardless of how this Court might have ruled on the merits of
10 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.”

11 With respect to the most immediate challenge, i.e., class certification, the risks attendant to the
12 certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart Associates,*
13 *Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded a \$110
14 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the
15 trial court to enter judgement in favor of the employer. Consequently, the uncertainty of obtaining
16 certification through a contested motion is a significant risk factor favoring settlement. SOZ Dec., ¶
17 27.

18 Although Plaintiff is confident about the strength of her claims, Plaintiff nevertheless recognizes
19 that Defendants have factual and legal defenses that, if successful, would potentially defeat or impair
20 the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically
21 affect the value of Plaintiffs’ claims and, in fact, already has. SOZ Dec., ¶ 28.

22 In a similar wage and hour case, the federal district court in *Hopson v. Hanesbrands Inc.*, 2009
23 U.S. Dist. LEXIS 33900 at * 19-20 (N.D. Cal. 2009), granted approval of an overtime class action
24 settlement and explained:

25 **Plaintiffs may have a strong case, but the risks inherent in continued**
26 **litigation are great.** Defendants strongly deny liability for Plaintiffs’
27 principal claim that full-time Service Associates were misclassified as
28 exempt. In addition to the uncertainties raised by Defendants at the
preliminary stage regarding Plaintiffs’ chance of success in this case,
Defendants notes that the question of an employer’s duty to provide rest and

1 meal periods is an open one, signaling even less certainty for
2 Plaintiffs.....[T]he **Total Settlement amount and the Class Members'**
3 **expected net recovery, after fees and other costs are deducted, appear**
4 **to be a reasonable compromise, in light of the risks of litigation.**

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

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

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

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

19 Plaintiff and Class Counsel recognize the expense and length of a trial against Defendants
20 through possible appeals which could take another three years. In arriving at their informed belief that
21 the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk
22 inherent in complex actions such as this one. Class Counsel are also mindful of and recognize the
23 inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation.
24 Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted, and
25 recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory.
26 Plaintiff and Class Counsel believe that the Settlement confers substantial monetary and non-monetary
27 benefits upon the Class. Based upon their evaluation, Class Representative and Class Counsel have
28 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., ¶ 29.

29 **F. The Gross Settlement Amount is Fair and Reasonable.**

30 The Gross Settlement Amount of \$750,000.00 in this case is fair and well within the range of
31 recognized reasonableness. As detailed at the time of preliminary approval, the Gross Settlement
32 Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the

1 various potential impediments to recovery. Class Counsel developed varied economic damages models
2 measuring Defendants' liability exposure while accounting for the uncertainties of continued litigation.
3 The various models were informed by Class Counsel's investigation, including the analysis of a
4 significant sample of time and payroll data. As detailed in greater depth during the preliminary approval
5 process, Class Counsel estimated that the Gross Settlement Amount represents approximately 38% of
6 Defendants' class-wide liability exposure. SOZ Dec., ¶ 30.

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 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 \$1,156.75, the highest is approximately \$6,128.26, and the lowest
16 is approximately \$3.09. Apex Dec., ¶ 22. 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 ATTORNEYS 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, Plaintiffs and Defendants negotiated a good faith PAGA Payment in the amount of
7 \$20,000.00 which is 2.6% of the Gross Settlement Amount. This amount falls within the range of
8 approved PAGA Payment. Sixty-Five percent (65%) of the PAGA Payment (\$13,000.00) will be paid
9 to the LWDA (“LWDA Payment”) with the remaining thirty-five percent (35%) of the PAGA Payment
10 (\$7,000.00) to be distributed to the Aggrieved Employees, which is within the range of PAGA Payment
11 approved by courts and should be approved. SOZ Dec., ¶ 31.

12 Further, on February 2, 2026 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 29, 2026, Plaintiffs 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 is an amount of up to \$275,000.00, comprised of \$250,000.00 (one-third of the Gross
20 Settlement Amount) for attorneys’ fees, and up to \$25,000.00 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 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 1.3. 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 4³. 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., ¶¶ 32-38.

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.

14 As noted above, in *Laffitte*, the California Supreme Court upheld the trial court’s award of
15 33.33% of the settlement amount of \$19 million dollars with a 2.13 multiplier and affirmed that
16 “empirical studies show the percentage method with a lodestar cross-check is the most prevalent form
17 of fee method in practice.” *Laffitte*, 1 Cal. 5th at 496-97. In fact, courts have historically awarded
18 between 25% and 50% of the common fund as attorneys’ fees class action settlements. *In re Warner*
19 *Communications*, 618 F.Supp. 735, 749-50 (S.D.N.Y. 1985).

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

27 ³ See *Laffitte*, *supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with 2.13 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).

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

The Agreement provides for payment of Class Counsel’s attorneys’ fees from the common fund. Accordingly, it is well within the Court’s discretion to award fees to Class Counsel under the common fund doctrine. Class Counsel requests attorneys’ fees in the amount of \$250,000.00 representing one-third of the Gross Settlement Amount. Class Counsel’s request is consistent with many fee awards in similar wage and hour class actions. Moreover, the requested attorneys’ fee award is in the middle of historically recognized range of attorneys’ fees awarded in common fund settlements. SOZ Dec., ¶ 39.

The negotiated Attorneys’ Fees should be awarded based upon the Gross Settlement Amount in accordance with *Laffitte*, i.e., the percentage of the fund with a lodestar cross check. As further explained below, the reasonableness of the requested \$250,000.00 attorneys’ fee award is further supported by the lodestar cross-check.

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

Class Counsel’s lodestar to date is \$182,992.50, *exclusive of costs*, with significant work remaining. Thus, Class Counsel’s fee request is equal to Class Counsel’s lodestar with a 1.3 multiplier – well below the 2.13 multiplier approved in *Laffitte* – and is well within the recognized multiplier range between 2 and 4. *See Taylor v. FedEx Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (following *Laffitte*, approved 30% fee award with cross-check lodestar multiplier of 2.26); *Emmons v. Quest Diagnostics Clinical Labs., Inc.*, 2017 U.S. Dist. LEXIS 27249 (E.D. Cal. 2017) (following *Laffitte*, approved 33% fee award with cross-check lodestar multiplier of 1.7). SOZ Dec., ¶¶ 32-35.

Because the Settlement in this case is a pure common fund case, and the percentage of the fund is the comparable marketplace for fee awards in common fund cases, *Laffitte* supports an award based upon the percentage of the common fund. Moreover, Class Counsel’s lodestar supports the requested

attorneys' fees with a multiplier well within the recognized range reasonableness, and in fact, below what the California Supreme Court approved in *Laffitte*.

Although no rigid formula applies, an analysis of each of the following "basic factors" that California courts typically consider further supports the reasonableness of a fee request: **(1)** the result class counsel obtained; **(2)** the time and labor required of the attorneys; **(3)** the contingent nature of the case and the delay in payment to class counsel; **(4)** the extent to which the nature of the litigation precluded other employment by class counsel; **(5)** the experience, reputation, and ability of the attorneys who performed the services, the skill they displayed in the litigation, and the novelty, complexity and difficulty of the case; and **(6)** the informed consent of the clients to the fee agreement. *Serrano v. Priest*, 20 Cal. 3d 25, 49 (1977); *Dunk v. Ford Motor Co.*, 48 Cal.App.4th at 1810 n.2. Those factors support Class Counsel's request and are addressed in more detail in Counsel's declarations submitted concurrently herewith. In short: **(1)** Considering the issues presented in the case, the Gross Settlement Amount of \$750,000.00 is an excellent result for the Settlement Class; **(2)** Collectively, Class Counsel worked hard on this case and, expended approximately 249.5 hours in the prosecution of this litigation in the nearly 2.5 years since it was filed for a total lodestar of \$182,992.50; **(3)** Class Counsel undertook this litigation on a contingent-fee basis, assuming a significant risk that the litigation would yield no recovery after many years of work; **(4)** Class Counsel negotiated a one-third contingency fee arrangement. One-third is a reasonable arrangement to obtain competent counsel in the marketplace for representation in wage and hour class actions of this nature, and it is only equitable that Settlement Class who share in the excellent results achieved by this Settlement bear their pro rata share of the attorneys' fees award to Class Counsel; **(5)** Class Counsel possesses significant experience litigating complex wage and hour class actions and the way this Settlement was achieved is demonstrative of the highly efficient way this litigation was managed and resolved (*See* Class Counsel's declarations for a detailed outline of their skills and experience); and **(6)** Class Counsel's hourly rates, which are set forth in the concurrently filed declarations of Jean-Claude Lapuyade, Esq., and Shani Zakay, Esq., are well within the range of rates billed by comparable attorneys in this market and reasonably compare with rates approved by other trial courts in wage and hour class action litigation.

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1 **C. Class Counsel's Costs**

2 Common fund fee and expense awards include counsel's incurred expenses because those who
3 benefit from their effort should share in the cost. *See Rider v. City of San Diego*, 11 Cal. App. 4th 1410,
4 1423 n.6 (1992). The appropriate analysis in deciding if costs are compensable is whether the costs are
5 of the type typically billed by attorneys to paying clients in the marketplace. *See Harris v. Marhoefer*,
6 24 F.3d 16, 19 (9th Cir. 1994).

7 As of the date of this filing, Class Counsel has incurred a total of \$20,772.36 litigating this action
8 plus an anticipated \$300 in additional costs to file this motion and a subsequent compliance declaration
9 following the disbursement of funds. All of Class Counsel's out-of-pocket expenses are the types of
10 expenses normally charged to paying clients including filing fees, mediation fees, and expert costs,
11 which were all incurred during, and were necessary for the successful prosecution of, the litigation and,
12 therefore, should be reimbursed. JCL Dec. ¶¶ 11-12; Zakay Dec., ¶¶ 40-42.

13 **D. Plaintiffs' Service Awards Are Reasonable and Should be Approved**

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

21 Regarding the amount of the requested awards, courts frequently approve awards of \$10,000.00
22 each or more. *See Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1394-1396 (2010)
23 (upholding \$10,000.00 service award to each of the four class representatives). Here, the Parties
24 negotiated a \$10,000 Service Award. See Agreement at I(II). Though this Court has indicated that it
25 intends to reduce the Service Award to \$5,000, Plaintiff notes that the seminal case awarding \$10,000
26 as a Service Award, *Cellphone Termination Fee Cases*, was decided more than sixteen years ago. In
27 considering the propriety of the \$10,000 service awards at issue, the Court of Appeal observed that
28 "[t]here is a surprising dearth of California authority directly addressing this question." *Id.* at 1394. The

1 published authority necessarily requires courts and litigants to rely upon awards approved many years
2 earlier as benchmarks.

3 According to the United States Bureau of Labor Statistics, the Consumer Price Index for All
4 Urban Consumers (“CPI-U”) increased from 218.439 in June 2010 (when *Cellphone Termination Fee*
5 *Cases* was published) to 334.980 in August 2026; an increase of approximately 53 percent. Thus, the
6 \$10,000 service awards approved in *Cellphone Termination Fee Cases* in 2010 would be equivalent to
7 approximately \$15,321 in 2026 dollars. Plaintiff’s requested award of \$10,000 is therefore materially
8 below its inflation-adjusted equivalent and constitutes a conservative request in view of Plaintiff’s
9 substantial efforts, the duration of this litigation, the risks she assumed, and the benefits she secured for
10 the Settlement Class. See U.S. Bureau of Labor Statistics, Consumer Price Index for All Urban
11 Consumers (CPI-U), U.S. City Average, All Items (reflecting CPI-U of 217.965 in June 2010 and
12 333.952 in June 2026). SOZ Dec., ¶ 43, Exhibit 8.

13 Further, after administering notice of this settlement, not one of the 378 Settlement Class
14 Members objected to the requested Service Award. Again, the unanimous consent favors the Court’s
15 approval of the requested Class Representative Service Awards. SOZ Dec., ¶ 44. Equally important,
16 the time, effort, and services provided to the Settlement Class justifies the requested Service Award.
17 Plaintiff performed her duties to the Settlement Class admirably, maintaining her commitment to this
18 case for nearly 2.5 years. Throughout that time, Plaintiff worked extensively with Class Counsel
19 through investigation and litigation. For instance, Plaintiff searched, located, and produced several
20 documents in connection with the litigation and assisted Class Counsel in preparation of the complaint
21 and mediation. Wilson Dec., ¶¶ 2-15; SOZ Dec., ¶ 45. Additionally, Plaintiff remained available and
22 responsive throughout the entire litigation to address all case needs. Plaintiff willingly came forward to
23 protect and advance the rights of the Settlement Class on an important legal dispute affecting California
24 employees. Plaintiffs assumed the serious risk of liability for Defendants’ costs and potentially fees if
25 the case was unsuccessful. Nevertheless, Plaintiff knowingly and voluntarily undertook the risk to
26 vindicate the rights of the Settlement Class. Wilson Dec., ¶¶ 1-17; SOZ Dec., ¶ 46.

27 Plaintiff’s efforts in bringing the lawsuit conferred a monetary benefit to 378 Settlement Class
28 Members. Accordingly, Plaintiff, in her capacity as the Class Representative, and Class Counsel,

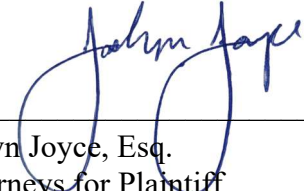
1 respectfully request the Court approve the Class Representative Service Awards in accordance with the
2 Settlement Agreement.

3 **VIII. CONCLUSION**

4 Plaintiffs respectfully submit 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 \$271,072.36, comprised of (1) \$250,000.00 as compensation for attorneys' fees (one-third of
9 the Gross Settlement Amount of \$750,000.00) and (2) litigation expenses of \$11,553.52 as supported
10 by Class Counsel's billing records. Class Counsel and the Class Representative also respectfully request
11 approval of the full amount of the negotiated Service Award in the amount of \$10,000.00 to Plaintiff.
12

13 Dated: September 29, 2026

ZAKAY LAW GROUP, APLC

14
15 By: 
16 Jaclyn Joyce, Esq.
17 Attorneys for Plaintiff
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