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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

WESTPORT PROPERTIES, INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No. 24STCV14703

Honorable Elihu M. Berle
Department 6

**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: November 6, 2026
Time: 9:00 a.m.
Dept: 6

Complaint Filed: June 11, 2024
FAC Filed: August 5, 2025
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT** on **November 6, 2026 at 9:00 a.m.** in Department
3 6 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los
4 Angeles, California 90012, pursuant to California Code of Civil Procedure section 382, Rule 3.769 of
5 the California Rules of Court, and California Labor Code section 2699(1), Sabrina Rodriguez
6 (“Plaintiff”) will and hereby does 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 Plaintiff and Defendant Westport Properties, Inc.
9 (“Defendant”).

10 Plaintiff 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 First Amended Joint Stipulation of Class Action and PAGA Settlement
14 (“Settlement Agreement” or “Settlement”), including payment by Defendant of the Gross Settlement
15 Amount of Four Hundred Twenty-One Thousand Eight Hundred Sixty Dollars and Zero Cents
16 (\$421,860.00) equal to the amounts to pay (1) the Settlement Class Members and PAGA Employees
17 pursuant to the terms of the Settlement; (2) the Court-approved Attorneys’ Fees and Costs; (3) the
18 Court-approved Enhancement Payment; (4) the Court-approved Settlement Administration Costs; and
19 (5) the Court-approved payment to the California Labor and Workforce Development Agency
20 (“LWDA”) pursuant to PAGA;
- 21 3. Approving Class Counsel’s request for thirty-five percent (35%) of the Gross
22 Settlement Amount, i.e., One Hundred Forty-Seven Thousand Six Hundred Fifty-One Dollars and
23 Zero Cents (\$147,651.00) in attorneys’ fees, plus reimbursement of actual costs and expenses in the
24 amount of Twenty-Six Thousand Seven Hundred Sixty Dollars and Twenty Cents (\$26,760.20);
- 25 4. Approving the Enhancement Payment to Plaintiff in the amount of Seven Thousand
26 Five Hundred Dollars and Zero Cents (\$7,500.00) in recognition of her services to the Class Members;
- 27 5. Approving the Settlement Administration Costs to Apex Class Action LLC in the
28 amount of Seven Thousand Nine Hundred Ninety Dollars and Zero Cents (\$7,990.00); and

6. Approving Forty-Nine Thousand Seven Hundred Seventy Dollars and Zero Cents (\$49,770.00) to be paid to the LWDA as seventy-five percent (75%) of the Sixty-Six Thousand Three Hundred Sixty Dollars and Zero Cents (\$66,360.00) allocated to civil penalties under PAGA.

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

This Motion is based on the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Class Counsel (Alexandra Rose), the Class Representative (Sabrina Rodriguez), the pleadings and other records on file with the Court in this matter, and such evidence or oral argument as may be presented at the hearing on this Motion.

Respectfully submitted,

Dated: September 9, 2026

BLACKSTONE LAW, APC

By: Alexandra Rose
 Alexandra Rose
 Attorneys for Plaintiff Sabrina Rodriguez
 and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Sabrina Rodriguez (“Plaintiff” or “Class Representative”) seeks final approval of the
4 class action settlement reached with Defendant Westport Properties, Inc. (“Defendant”). Subject to
5 Court approval, Plaintiff and Defendant (together, the “Parties”) have settled the Released Class
6 Claims and Released PAGA Claims as defined in the First Amended Joint Stipulation of Class Action
7 and PAGA Settlement (“Settlement Agreement” or “Settlement”) for a total amount of Four Hundred
8 Twenty-One Thousand Eight Hundred Sixty Dollars and Zero Cents (\$421,860.00) (“Gross Settlement
9 Amount”). (See Declaration of Alexandra Rose in Support of Plaintiff’s Motion for Final Approval
10 of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and
11 Settlement Administration Costs [“Rose Decl.”], ¶ 16, Exh. 1).

12 The Court conditionally certified, for settlement purposes only, the Class defined as: “All non-
13 exempt employees who worked for Defendant in California at any time during the Class Period”
14 (“Class” or “Class Members”). (Settlement Agreement, ¶ 11.b; Rose Decl., ¶ 15). The “Class Period”
15 is defined as the period from August 15, 2023 through May 16, 2025. (Settlement Agreement, ¶ 11.f;
16 Rose Decl., ¶ 15). The “Settlement Class Members” consist of all Class Members who did not submit
17 a timely and valid Request for Exclusion. (Settlement Agreement, ¶ 11.mm; Rose Decl., ¶ 15). The
18 “PAGA Employees” consist of “all non-exempt employees who worked for Defendant in California
19 during the PAGA Period.” (Settlement Agreement, ¶ 11.y; Rose Decl., ¶ 15). The “PAGA Period” is
20 defined as the period from August 15, 2023 through May 1, 2026. (Settlement Agreement, ¶ 11.aa;
21 Rose Decl., ¶ 15).

22 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
23 approval under California law because it is fair, adequate, and reasonable. (Rose Decl., Exh. 1; See
24 also, *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor*
25 *Company* (1996) 48 Cal.App.4th 1794, 1801). The response of the Class to the Settlement confirms
26 that final settlement approval is appropriate. *As of the date of this Motion, there have been no*
27 *objections to or requests to opt-out from the Class Settlement.*

28 ///

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

5 Plaintiff seeks the Court's approval of an attorneys' fee award of thirty-five percent (35%) of
6 the Gross Settlement Amount, equaling One Hundred Forty-Seven Thousand Six Hundred Fifty-One
7 Dollars and Zero Cents (\$147,651.00), plus reimbursement of actual litigation costs and expenses in
8 the amount of Twenty-Six Thousand Seven Hundred Sixty Dollars and Twenty Cents (\$26,760.20)
9 (together, "Attorneys' Fees and Costs"). Class Counsel's request for an award of attorneys' fees and
10 costs is reasonable and appropriate in light of the outstanding work performed by Class Counsel in the
11 matter, the contingent nature of this action, and the results achieved under the Settlement. (*See Lealao*
12 *v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

13 Plaintiff also requests the Court's approval of the amount to be paid to Plaintiff in the amount
14 of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) ("Enhancement Payment") for
15 her services on behalf of the Class. This amount proposed to be awarded to Plaintiff is fair and
16 reasonable for the reasons Plaintiff provided in her declaration. (*See Declaration of Plaintiff Sabrina*
17 *Rodriguez in Support of Motion for Final Approval of Class Action and PAGA Settlement, Attorneys'*
18 *Fees and Costs, Enhancement Payment, and Settlement Administration Costs* ["Rodriguez Decl."] *]*
19 *filed concurrently herewith). Courts approve incentive awards to plaintiffs when justified and*
20 *appropriate to compensate plaintiffs for their time, effort, and inconvenience. (See e.g., Van Vranken*
21 *v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

22 Finally, Plaintiff requests that the Court approve the payment of Seven Thousand Nine
23 Hundred Ninety Dollars and Zero Cents (\$7,990.00) ("Settlement Administration Costs") to Apex
24 Class Action LLC ("Apex" or "Settlement Administrator") as compensation for its administration
25 services it has and will provide in connection with the Settlement. (*See, generally, Apex Decl.*).

26 In order to efficiently present the Court with adequate information to determine whether to
27 grant final approval of the Settlement and award the Attorneys' Fees and Costs, Enhancement
28 Payment, and Settlement Administration Costs, Plaintiff also moves for an order permitting the filing

1 of this single consolidated memorandum, although it exceeds the page limit established by California
2 Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

3 II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

4 Defendant is a real estate and property management company established in 1985, which
5 focuses primarily on self-storage facilities. Plaintiff was employed by Defendant as an hourly-paid,
6 non-exempt Property Manager from approximately December 2022 to approximately November
7 2023. (Rodriguez Decl., ¶ 2).

8 On June 10, 2024, Plaintiff provided written notice to the California Labor and Workforce
9 Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail,
10 pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor
11 Code alleged to have been violated by Defendant. (Rose Decl., ¶ 2).

12 On June 11, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Sabrina*
13 *Rodriguez v. US Storage Centers, Inc., et al.*, Los Angeles County Superior Court Case No.
14 24STCV14703 (“Action”), thereby commencing a putative class action against Defendant and former
15 defendant US Storage Centers, Inc. (*Id.*, ¶ 3).

16 On October 18, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private
17 Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Sabrina Rodriguez v.*
18 *US Storage Centers, Inc., et al.*, Los Angeles County Superior Court Case No. 24STCV27406
19 (“PAGA Action”), which alleged one cause of action under the Private Attorneys General Act of 2004
20 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant and former
21 defendant US Storage Centers, Inc. (*Id.*, ¶ 4).

22 On January 14, 2025, pursuant to Plaintiff’s request, the courts in the Action and PAGA Action
23 dismissed former defendant US Storage Centers, Inc. without prejudice. (*Id.*, ¶ 5).

24 On April 2, 2025, the Parties participated in a formal mediation conducted by Brandon
25 McKelvey, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex
26 wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to
27 reach an agreement to resolve this dispute on a class and representative basis. (*Id.*, ¶ 6). The Parties
28 then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.

1 (Ibid.)

2 On April 29, 2025, Plaintiff provided an amended written notice to the LWDA by online
3 submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section
4 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by
5 Defendant. (*Id.*, ¶ 7).

6 On August 5, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint
7 (“Operative Complaint”) in the Action, which, *inter alia*, added the PAGA claims alleged in the PAGA
8 Action to the Action. (*Id.*, ¶ 8). The Operative Complaint alleges ten (10) causes of action for
9 violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime
10 wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to
11 provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages
12 during employment, failure to provide compliant wage statements, failure to timely pay wages upon
13 termination, and failure to reimburse necessary business expenses, for violations of California
14 Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor
15 Code violations, and for civil penalties under PAGA based on the aforementioned California Labor
16 Code violations. (*Ibid.*)

17 On August 13 and 28, 2025, the Parties executed the Joint Stipulation of Class Action and
18 PAGA Settlement (“Original Agreement”). (*Id.*, ¶ 9).

19 On October 17, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and
20 PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. (*Id.*, ¶ 10).

21 On March 16, 2026, the Court held a hearing on the Motion for Preliminary Approval in which
22 it raised points of inquiry with regard to the Motion for Preliminary Approval and ordered the Parties
23 to amend the Original Agreement to specify a cut-off date for the Class Period and PAGA Period and
24 revise the definition of Released Class Claims. (*Id.*, ¶ 11).

25 On May 13, 2026, the Parties executed the Settlement Agreement. (*Id.*, ¶ 12 and Ex. 1).

26 On May 15, 2026, Defendant filed supplemental papers in support of the Motion for
27 Preliminary Approval, addressing the Court’s inquiries regarding the Motion for Preliminary Approval
28 and informing the Court that the Gross Settlement Amount and PAGA Amount had increased pursuant

1 to the Escalator Clause. (*Id.*, ¶ 13).

2 On July 28, 2026, the Court entered the Order Granting Preliminary Approval of Class Action
3 and PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of
4 the Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed
5 administration procedures and associated deadlines. (*Id.*, ¶ 14 and Exh. 2).

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

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

13 The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
14 Complaint for a non-reversionary Gross Settlement Amount of Four Hundred Twenty-One Thousand
15 Eight Hundred Sixty Dollars and Zero Cents (\$421,860.00), which is exclusive of employer-side
16 payroll taxes. (Settlement Agreement, ¶ 11.q; Rose Decl., ¶ 16). The Gross Settlement Amount
17 includes: (1) Class Counsel’s fees in the amount of thirty-five percent (35%) of the Gross Settlement
18 Amount, equaling One Hundred Forty-Seven Thousand Six Hundred Fifty-One Dollars and Zero
19 Cents (\$147,651.00); (2) Class Counsel’s actual litigation costs and expenses, in the amount of
20 Twenty-Six Thousand Seven Hundred Sixty Dollars and Twenty Cents (\$26,760.20); (3) Settlement
21 Administration Costs in the amount of Seven Thousand Nine Hundred Ninety Dollars and Zero Cents
22 (\$7,990.00); (4) Enhancement Payment in the amount of Seven Thousand Five Hundred Dollars and
23 Zero Cents (\$7,500.00); and (5) PAGA Amount in the amount of Sixty-Six Thousand Three Hundred
24 Sixty Dollars and Zero Cents (\$66,360.00). (Settlement Agreement, ¶¶ 11.q, 13, 14, 15, and 16; Rose
25 Decl., ¶ 16). After the above Court-approved amounts are deducted from the Gross Settlement
26 Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately One
27 Hundred Sixty-Five Thousand Five Hundred Ninety-Eight Dollars and Eighty Cents (\$165,598.80).
28 (Settlement Agreement, ¶ 11.v; Rose Decl., ¶ 16).

1 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
2 to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) nor
3 does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share
4 of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”). (Settlement
5 Agreement, ¶¶ 11.r, 11.t, and 38; Rose Decl., ¶ 17). Individual Settlement Shares and Individual
6 PAGA Payments are calculated based on the number of pay periods each Settlement Class Member
7 and PAGA Employee worked for Defendant as a non-exempt employee in California during the Class
8 Period and PAGA Period (“Pay Periods”). (Settlement Agreement, ¶ 11.cc; Rose Decl., ¶ 17).
9 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net
10 Settlement Amount by the total number of Pay Periods worked by all Settlement Class Members
11 during the Class Period and multiplying the result by each Settlement Class Member’s Pay Periods
12 worked during the Class Period. (Settlement Agreement, ¶ 18; Rose Decl., ¶ 17). Individual PAGA
13 Payments are calculated by the Settlement Administrator by dividing the amount of the PAGA
14 Employees’ twenty-five percent (25%) share of the PAGA Amount (\$16,590.00) by the total number
15 of Pay Periods worked by all PAGA Employees during the PAGA Period and multiplying the result
16 by each PAGA Employee’s Pay Periods worked during the PAGA Period. (Settlement Agreement, ¶
17 19; Rose Decl., ¶ 17)

18 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
19 percent (80%) penalties, interest, and non-wage damages. (Settlement Agreement, ¶ 20.a; Rose Decl.,
20 ¶ 18). The portion allocated to wages will be reported on an IRS Form W2 and the portions allocated
21 to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by
22 the Settlement Administrator. (Settlement Agreement, ¶ 20.a; Rose Decl., ¶ 18). The Settlement
23 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages
24 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
25 net payment of their Individual Settlement Share (“Individual Settlement Payment”). (Settlement
26 Agreement, ¶¶ 11.s and 20.a; Rose Decl., ¶ 18). The employer’s share of taxes and contributions in
27 connection with the wages portion of Individual Settlement Shares will be paid by Defendant
28 separately and in addition to the Gross Settlement Amount. (Settlement Agreement, ¶ 11.l; Rose Decl.,

¶ 18). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement Agreement, ¶ 20.a; Rose Decl., ¶ 18).

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. (Settlement Agreement, ¶ 38; Rose Decl., ¶ 19). Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to Court Appointed Special Advocates of Los Angeles as the *cy pres* recipient. (Settlement Agreement, ¶ 38; Rose Decl., ¶ 19). The Parties and their counsel have each represented that they do not have a financial interest in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of interest. (Settlement Agreement, ¶ 38; Rose Decl., ¶ 19).

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims that have been alleged in the Operative Complaint and asserted against the Released Parties, arising during the Class Period, that arise from the facts, matters, transactions, or occurrences alleged in the Operative Complaint, including, without limiting, claims for failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, keep complete and accurate payroll records, pay paid sick leave, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248.5, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.* (collectively, “Released Class Claims”). (Settlement Agreement, ¶¶ 11.ff and 39).

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter and the

Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including, without limiting, claims for failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, keep complete and accurate payroll records, pay paid sick leave, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 246, 248.5, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order (collectively, “Released PAGA Claims”). (Settlement Agreement, ¶¶ 11.gg and 40).

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution of the Settlement Agreement, had or claimed to have or may have, including, but not limited to, the Released Class Claims and the Released PAGA Claims. (*Id.*, ¶ 41). It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. (*Ibid*). Any and all rights granted under any state or federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

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

(*Ibid*).

1 The “Released Parties” means Defendant and its current and former parents, predecessors,
2 successors, holding companies, affiliated companies, entities, owners, shareholders, members,
3 partners, officers, directors, managers, employees, insurers, and agents. (*Id.*, ¶ 11.hh).

4 **V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA**

5 On May 14, 2026, Class Counsel submitted a copy of the Settlement Agreement to the LWDA
6 through its online submission portal in compliance with California Labor Code § 2699(s)(2). (Rose
7 Decl., ¶ 20). The LWDA has not objected or otherwise responded to the submissions. (*Ibid*).

8 **VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL**

9 **A. The Legal Standard for Final Approval**

10 Before granting final approval of a class action settlement, the Court must review the
11 settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48
12 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the
13 strength of the plaintiff’s case, the risk, expense, complexity and likely duration of further litigation,
14 the amount offered in settlement, the extent of discovery completed and the stage of the proceedings,
15 the experience and views of counsel, and the reaction of the class members to the proposed settlement.
16 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801
17 [“The list of factors is not exhaustive and should be tailored to each case”]; *Officers for Justice v. Civil*
18 *Serv. Comm’n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, a presumption of fairness
19 exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and
20 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
21 in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245;
22 *Dunk*, 48 Cal.App.4th at 1802). “The settlement or fairness hearing is not to be turned into a trial or
23 rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the
24 contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty
25 of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
26 settlements.” (*Officers for Justice*, *supra*, 688 F.2d at 625).

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

2 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
3 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
4 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
5 were at all times made at arm’s-length and were adversarial. (Rose Decl., ¶ 21). The Parties engaged
6 in extensive informal discovery prior to reaching a settlement. (*Id.*, ¶ 22).

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

8 Courts typically assess the status of discovery in determining whether a class action settlement
9 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
10 Defendant produced all of the putative class members’ time and pay data as well as Defendant’s
11 relevant wage and hour policies, arbitration agreement, and information regarding the total number of
12 putative class members, the number of current versus former employees, the total workweeks and pay
13 periods worked by the putative class members, and the average rate of pay for the putative class
14 members. (Rose Decl., ¶ 22). This allowed Class Counsel to conduct an informed assessment and
15 analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (*Ibid.*).
16 Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v.*
17 *Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008)
18 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

19 Based on the information exchanged, the Parties extensively briefed issues regarding class
20 certification and liability and provided their analyses to the Mediator who helped the Parties debate
21 the strengths and weakness of their respective positions. (Rose Decl., ¶ 23). At all times, Plaintiff
22 was willing and prepared to litigate this matter through class certification and trial if the Parties had
23 been unable to reach a favorable resolution. (*Ibid.*). Additionally, settlement negotiations were
24 conducted by highly capable and experienced counsel. (*Ibid.*). Class Counsel are respected members
25 of the California State Bar with strong records of vigorous and effective advocacy and are experienced
26 in handling complex wage and hour class action litigation. (*Ibid.*). Accordingly, Class Counsel had
27 sufficient information and experience to act intelligently in negotiating the Settlement.

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

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

13 Class Counsel is aware of Defendant’s defenses and arguments and has also taken into account
14 the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
15 such litigation, including those involved in class and/or representative adjudication. (Rose Decl., ¶
16 25). Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims
17 asserted in the Action, Defendant’s defenses, and the difficulties in establishing entitlement to
18 monetary recovery. (Ibid). Plaintiff has also considered the Parties’ settlement discussions, as well
19 as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and
20 employment matters. (Ibid).

21 Defendant denied and continues to deny any liability and wrongdoing of any kind associated
22 with the claims alleged in the Action, and further denies that class certification is appropriate for any
23 purpose other than the Settlement. (*Id.*, ¶ 26). Defendant believes that it would ultimately prevail in
24 the Action. (Ibid). Defendant proffered defenses to both certification and to the merits of Plaintiff’s
25 claims. (Ibid). Defendant contended that Plaintiff’s claims are not suitable for class certification
26 because individual issues would predominate should this case go to trial. (Ibid). As with all class
27 actions, these complex cases raise difficult management and proof issues and, accordingly, there is a
28 significant risk that the Court may deny class certification. (Ibid).

1 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
2 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
3 uncertain proposition. (*Id.*, ¶ 27). In order to prove liability and damages, Class Counsel would need
4 to request and analyze thousands of pages of documents, obtain the Class Members' contact
5 information, contact them, and obtain declarations at great expense. (*Ibid.*). Obtaining the cooperation
6 of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
7 against a current employer. (*Ibid.*). On the other hand, Defendant would likely be able to obtain the
8 cooperation of its employees. (*Ibid.*). Moreover, even if Plaintiff prevailed at class certification and
9 trial, possible appeals would substantially delay any recovery by the Class. (*Ibid.*).

10 In light of the Parties' respective legal positions and the risks of continued litigation, the Gross
11 Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable.
12 (*Id.*, ¶ 28).

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

15 Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
16 \$147,651.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
17 expenses totaling Twenty-Six Thousand Seven Hundred Sixty Dollars and Twenty Cents (\$26,760.20)
18 incurred in the prosecution of the Action. (Rose Decl., ¶ 29). The requested fees and costs are fair
19 compensation for undertaking complex, risky, expensive, and time-consuming litigation on a
20 contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the
21 Class Members. (*Ibid.*).

22 **A. Plaintiff's Fee Request of Thirty-Five Percent (35%) of the Gross**
23 **Settlement Amount is Proper Under the Common Fund Doctrine**

24 Courts have long recognized the "common fund" or "common benefit" doctrine, under which
25 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
26 costs to be paid out of the fund. (*See Serrano v. Priest* ("Serrano III") (1977) 20 Cal.3d 25, 34,
27 quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees'*
28 *Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1975)

1 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric*
2 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

3 The California Supreme Court has held that, “when a number of persons are entitled in
4 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
5 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys’ fees
6 out of the fund.” (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D’Amico*, 11 Cal.3d 1; *see also Boeing,*
7 *supra*, 444 U.S. at 478 (“[A] lawyer who recovers a common fund for the benefit of persons other than
8 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills, supra*,
9 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
10 actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3
11 explains the common fund doctrine as follows:

12 Where the lawsuit results in the recovery of a fund or property benefiting
13 others as well as plaintiff (e.g., a class action), the court has inherent
14 equitable power to order plaintiffs attorney fees paid out of the common
fund or property [citations]. Such fee spreading assures that all of those
benefited by the litigation pay their fair share of obtaining the recovery.

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

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

25 Numerous appellate courts have similarly found. (*See e.g., Knoff v. City and County of San*
26 *Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of
27 attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers);
28 *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly

1 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
2 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
3 compelling state to claim dormant bank accounts)).

4 The Supreme Court noted that several courts have expressed frustration with the alternative
5 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
6 often indecipherable time records. (*Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, 503; *see*
7 *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.*
8 (N.D. Cal 1989) 723 F. Supp. 1373, 1375). The percentage approach is preferable to the lodestar
9 because: (1) it aligns the interests of class counsel and absent class members; (2) it encourages efficient
10 resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it
11 reduces the demands on judicial resources. (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The
12 Ninth Circuit now routinely uses the percentage of the common fund approach to determine the award
13 of attorney’s fees. (*Lealao*, 82 Cal.App.4th at 30-31).

14 A fee of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$147,651.00) is easily
15 within the range of reasonableness. Historically, courts have awarded percentage fees in the range of
16 20% to 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F.
17 Supp. at 1378). According to Professor Newberg: “No general rule can be articulated on what is a
18 reasonable percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a
19 reasonable fee award from a common fund, in order to assure that fees do not consume a
20 disproportionate part of the recovery obtained for the class, though somewhat larger percentages are
21 not unprecedented.” (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel’s requested fee is
22 reasonable and falls well within the historical range of attorney’s fee awards under the common fund
23 theory. Based on Class Counsel’s showing of reasonableness, the Court should approve the requested
24 fees pursuant to the common fund approach.

25 **B. The Circumstances of this Case Support a Thirty-Five Percent (35%) Fee**
26 **Award**

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

1 No one expects a lawyer whose compensation is contingent on the
2 success of his services to charge, when successful, as little as he
3 would charge a client who in advance of the litigation has agreed to
4 pay for his services, regardless of success. Nor, particularly in
5 complicated cases producing large recoveries, is it just to make a fee
6 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,
12 with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this
13 matter with no guarantee of success. The risks of this matter are apparent in that class certification
14 would likely have been a hard-fought issue, especially given the uncertainty regarding certification of
15 cases such as this. Moreover, even if class certification were granted over Defendant's opposition,
16 there was no assurance that Plaintiff would succeed at trial. (Rose Decl., ¶¶ 24-27). 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 \$421,860.00 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. (Rose Decl., ¶¶ 32 and 33). Class
22 Counsel's skill in developing a factual record and convincing Defendant of its litigation exposure
23 under California law was essential to achieving the Settlement. Through its skill and reputation, Class
24 Counsel was able to obtain a settlement that provides an outstanding result for Class Members. (*See*
25 *generally* Rose Decl.).

26 **E. The Results Achieved**

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

1 at trial, which is an uncertainty in itself.

2 **F. Preclusion of Other Employment**

3 As California law recognizes, Class Counsel's commitment to this litigation should not be
4 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
5 attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See*
6 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
7 additional work that was available, and which Class Counsel had to forego in order to devote the time
8 necessary to pursue this litigation. (Rose Decl., ¶ 31).

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

10 Fee calculations under the lodestar method would result in a similar award, demonstrating the
11 fairness of Class Counsel's percentage fee request. Under the lodestar method, a base fee amount is
12 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
13 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
14 various factors. (*Serrano III, supra*, 20 Cal.3d at 48). Class Counsel's hourly rates are summarized
15 in the Rose Decl. at ¶¶ 32-33.

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

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1 Class Counsel has spent approximately 205 total hours litigating these claims to date.¹ (Rose
2 Decl., ¶ 33). Class Counsel expects to spend another 10 hours in connection with the final approval
3 process (including preparing for and attending the Final Approval Hearing, and managing the
4 Settlement through its conclusion, including anticipated communications with defense counsel, the
5 Settlement Administrator, our client, and Class Members). (*Id.*, ¶ 34). In addition to time spent during
6 litigation, reasonable hours also include the time spent before the Action was filed, including time
7 spent interviewing the client, investigating the facts and the law, preparing the initial pleadings, as
8 well as litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award
9 should include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982)
10 32 Cal .3d 621, 639 ("*Serrano IV*"). Based on the rates of Class Counsel, the total fees incurred to
11 date are \$189,047. (Rose Decl., ¶ 33). By the conclusion of this matter, the total fees are estimated
12 to be approximately \$196,547. (*Id.*, ¶ 34).

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

22 In *Lealao*, the court held that trial courts should award lodestar fees by examining the
23 percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 and 53). The
24 court indicated that this is an upward adjustment and should be akin to a contingency fee recovery;

26 ¹ 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 the court stated, “[a]n adjustment reflecting the amount of the class recovery is not significantly
2 different from an adjustment reflecting a percentage of that amount; and California courts have
3 evaluated a lodestar as a percentage of the benefit.” (*Id.* at 46). The *Lealao* method appears
4 particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and
5 the class action clients do not expect to pay an hourly fee.

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

10 Given the unique reliance of our legal system on private litigants to enforce
11 substantive provisions of law through class and derivative actions, attorneys
12 providing the essential enforcement services must be provided incentives
13 roughly comparable to those negotiated in the private bargaining that takes
14 place in the legal marketplace, as it will otherwise be economic for
defendants to increase injurious behavior. It has therefore been urged (most
persistently by Judge Richard Posner) that in defining a reasonable fee in
such representative actions, the law should mimic the market.

15 In the class action context, that would mean attempting to award the fee that
16 informed private bargaining, if it were truly possible, might have reached.
17 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.

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

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

21 Accordingly, we hold that, in cases in which the value of the class recovery
22 can be monetized with a reasonable degree of certainty and it is not
23 otherwise inappropriate, 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 within the range of fees freely
negotiated in the legal marketplace in comparable litigation.

24 (*Id.* at 49-50).

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

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1 **H. Plaintiff's Cost Request is Reasonable**

2 Class Counsel seeks reimbursement of a total amount of Twenty-Six Thousand Seven Hundred
3 Sixty Dollars and Twenty Cents (\$26,760.20) in costs and expenses in this matter, which includes
4 reasonable future costs for filing the Motion. (Rose Decl., ¶ 35 and Exh. 4). All costs and expenses
5 were reasonably incurred in prosecution of this matter.

6 **VIII. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS**
7 **REASONABLE**

8 The named Plaintiff should be awarded an Enhancement Payment in the amount of Seven
9 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for her services as the Class
10 Representative and the risks in connection with that role. (Rose Decl., ¶ 37). Enhancement awards in
11 wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher.
12 (Ibid). Often, multiple class representatives receive awards in the above range. (*See e.g., Munoz v.*
13 *BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an
14 enhancement request of \$10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142
15 F.3d 1004, 1016 (7th Cir. 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir.
16 1974) [“We also think there is something to be said for rewarding those drivers who protect and help
17 to bring rights to a group of employees who have been the victims of discrimination.”]). Here, the
18 requested Enhancement Payment is modest, reasonable, and should be approved.

19 Plaintiff's actions establish that: (1) she sought to protect the interests of the Class above her
20 own personal interests; (2) the Settlement Class Members will be benefitted from her actions by
21 receiving a payment without having to do anything; and (3) Plaintiff has put forth a significant amount
22 of time and effort pursuing the litigation and seeing it through to resolution. (*See, generally, Rodriguez*
23 *Decl.; see also Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804
24 (discussing the criteria for determining class representative enhancement awards in concluding that a
25 requested award of \$25,000 for two class representatives was too high)).

26 The requested award for Plaintiff is also reasonable given the financial and personal risk she
27 took in commencing the Action, and in light of the benefits that her actions have conferred upon the
28 Class. (Rodriguez Decl., ¶ 7; *See also Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp.

294, 299-300). Additionally, in considering a requested class representative enhancement award, courts take into consideration a plaintiff's reasonable fear of retaliation. (*Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 977). Here, it is easy to see that a potential future employer could expend little effort to discover Plaintiff brought the lawsuit – and based thereon, decline to offer Plaintiff employment.

In sum, Plaintiff has performed considerable services on behalf of the Class during the litigation. (*See, generally, Rodriguez Decl.*). Class Counsel cannot understate the importance of the role of an employee who is willing to search out an attorney and step forward to assume the risk of litigation and retaliation in order to represent a class and put the interests of the class before their own interests. Plaintiff has understood that this is a class action where she is serving as the Class Representative and must protect the Class Members' interests. (*Id.*, ¶ 10). Plaintiff was the catalyst to the benefit reached for the Class Members, and has actively protected the Class Members' interests during the pendency of this matter and will continue to do so even if the case was required to go to trial. (*Ibid.*). Plaintiff spent numerous hours participating in this matter by searching for an attorney, communicating with his attorneys on numerous occasions, searching for and producing relevant documents related to her employment, responding to her attorneys' inquiries, reviewing the settlement documents, and approving the Settlement on behalf of all Class Members. (*See, generally, Roodriguez Decl.*).

In contrast, without having to take on any of the risk incurred by Plaintiff or time spent by Plaintiff in litigating this matter, Settlement Class Members will automatically be issued a payment for their claims. Thus, the Enhancement Payment to Plaintiff is warranted to compensate her for her time and effort, the fear and stress associated with assuming the responsibility of serving as the Class Representative, and the concrete risks she assumed as the Class Representative.

IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE

In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved, Settlement Administration Costs not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00). (*Rose Decl.*, ¶ 38). Apex Class Action LLC is the approved Settlement Administrator. (*Ibid.*). It is

1 an experienced class administrator and has adequately performed the administration tasks required by
2 the Preliminary Approval Order. Apex's *actual* costs to administer the Settlement are only Seven
3 Thousand Nine Hundred Ninety Dollars and Zero Cents (\$7,990.00). (*Id.*, ¶ 38). Based thereon, the
4 requested costs should be approved.

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

6 Pursuant to California Labor Code Section 2699(s)(2), the Superior Court shall review and
7 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
8 § 2699(s)(2)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
9 should be approved. As part of the Settlement, Defendant has agreed to pay Sixty-Six Thousand Three
10 Hundred Sixty Dollars and Zero Cents (\$66,360.00) to settle the claims of the PAGA Employees
11 brought pursuant to PAGA, of which the payment of Forty-Nine Thousand Seven Hundred Seventy
12 Dollars and Zero Cents (\$49,770.00) (75% of the PAGA Amount) will be paid to the LDWA for
13 education and enforcement purposes. (Rose Decl., ¶ 39).

14 It is extremely common in approved wage and hour class action cases that settle that only a
15 small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to
16 class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
17 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
18 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
19 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
20 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
21 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
22 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
23 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
24 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
25 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
26 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
27 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here,
28 in these approved settlements, the parties generally maximized statutory penalties and minimized

1 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
2 California Labor Code violations. (Rose Decl., ¶ 40).

3 **XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE**

4 California law vests the Court with broad discretion in fashioning an appropriate notice
5 program. (*See* California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-
6 74). To protect the rights of absent class members, the parties must provide class members with the
7 best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985)
8 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice
9 must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*
10 *Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which
11 is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of
12 the action and afford them an opportunity to present their objections"]). The content and method of
13 the notice should be designed to apprise the class members of the terms of the proposed settlement
14 and of the class members' rights regarding the settlement. (*See Mullane, supra*, 339 U.S. at 314;
15 *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
16 F. Supp. 364, 378).

17 The Class Notice approved by the Court met these requirements: it identified the Parties and
18 described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution
19 of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to
20 Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees
21 and Costs to Class Counsel. (Rose Decl., ¶ 41). The Class Notice described the proposed Settlement
22 with enough specificity to allow each Class Member to make an informed choice whether to accept
23 and participate in it. (*Ibid*). It also explained how and when Class Members may object to or opt out
24 of the Class Settlement. (*Ibid*). Finally, the Class Notice provided the date for the hearing on final
25 approval of the Settlement and informed Class Members how to obtain additional information about
26 the Settlement. (*Ibid*).

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