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

KAREN HARTSTEIN, in her representative
capacity and on behalf of herself and all others
similarly situated,

Plaintiff,

vs.

HYATT CORPORATION, a Delaware
corporation doing business in California; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 20STCV15895

Honorable Laura A. Siegle
Department 17

**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: January 20, 2026
Time: 9:00 a.m.
Dept.: 17

Complaint Filed: April 24, 2020
FAC Filed: January 4, 2021
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT** on **January 20, 2026 at 9:00 a.m.** in Department 17 of
3 the above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles,
4 California 90012, pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the
5 California Rules of Court, and California Labor Code section 2699(1), Karen Hartstein (“Plaintiff”)
6 will and hereby does move the Court for an Order granting final approval of the proposed class action
7 and Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*
8 (“PAGA”) settlement between Plaintiff and Defendant Hyatt Corporation (“Defendant”)

9 Plaintiff requests that the Court enter an Order:

- 10 1. Granting final approval of the class action and PAGA settlement;
- 11 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
12 forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement (“Settlement
13 Agreement” or “Settlement”), including payment by Defendant of the Gross Settlement Amount of
14 Eleven Million Eight Hundred Fifty Thousand Dollars and Zero Cents (\$11,850,000.00) equal to the
15 amounts to pay (1) the Settlement Class Members and PAGA Employees pursuant to the terms of the
16 Settlement; (2) the Court-approved Attorneys’ Fees and Costs; (3) the Court-approved Enhancement
17 Payment; (4) the Court-approved Settlement Administration Costs; and (5) the Court-approved
18 payment to the California Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA;
- 19 3. Approving Class Counsel’s request for thirty-five percent (35%) of the Gross
20 Settlement Amount, i.e., Four Million One Hundred Forty-Seven Thousand Five Hundred Dollars and
21 Zero Cents (\$4,147,500.00) in attorneys’ fees, plus reimbursement of actual costs and expenses in the
22 amount not to exceed Three Hundred Fourteen Thousand Eight Hundred Ninety-Eight Dollars and
23 Seventy-Five Cents (\$314,898.75);
- 24 4. Approving the Enhancement Payment to Plaintiff in the amount of Twenty-Five
25 Thousand Dollars and Zero Cents (\$25,000.00) in recognition of her services to the Class Members;
- 26 5. Approving the Settlement Administration Costs to Apex Class Action LLC in the
27 amount of Twenty-Nine Thousand Eight Hundred Ninety Dollars and Zero Cents (\$29,890.00); and

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8. Approving Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000.00) to be paid to the LWDA as seventy-five percent (75%) of the Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) 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 (Karen Hartstein), and the Settlement Administrator (Madely Nava on behalf of Apex Class Action LLC), 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: December 24, 2025

BLACKSTONE LAW, APC

By:

Alexandra Rose

Attorneys for Plaintiff Karen Hartstein
and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Karen Hartstein (“Plaintiff” or “Class Representative”) seeks final approval of the
4 class action settlement reached with Defendant Hyatt Corporation (“Defendant”). Subject to Court
5 approval, Plaintiff and Defendant (together, the “Parties”) have settled the Released Class Claims and
6 Released PAGA Claims as defined in the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”) for a total amount of Eleven Million Eight Hundred Fifty
8 Thousand Dollars and Zero Cents (\$11,850,000.00) (“Gross Settlement Amount”). (See Declaration
9 of Alexandra Rose in Support of Plaintiff’s Motion for Final Approval of Class Action and PAGA
10 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
11 [“Rose Decl.”], ¶ 43 and Exh. 1).

12 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
13 individuals who were employed by Defendant in the State of California at any time during the Class
14 Period whose employment was terminated (including, without limitation, temporarily laid off, laid off,
15 or “furloughed”) and who were not paid for vested vacation time and/or floating holidays immediately
16 upon cessation of their employment within the Class Period” (“Class” or “Class Members”).
17 (Settlement Agreement, ¶ 20.b; Rose Decl., ¶ 41). The “Class Period” is defined as the period from
18 April 24, 2016 through October 30, 2024. (Settlement Agreement, ¶ 20.f; Rose Decl., ¶ 41). The
19 “Settlement Class Members” consist of all Class Members who did not submit a timely and valid
20 Request for Exclusion. (Settlement Agreement, ¶ 20.kk; Rose Decl., ¶ 41). The “PAGA Employees”
21 consist of “all individuals who were employed by Defendant in the State of California at any time
22 during the PAGA Period whose employment was terminated (including, without limitation,
23 temporarily laid off, laid off, or “furloughed”) and who were not paid for vested vacation time and/or
24 floating holidays immediately upon cessation of their employment within the PAGA Period.”
25 (Settlement Agreement, ¶ 20.x; Rose Decl., ¶ 41). The “PAGA Period” is defined as the period from
26 April 23, 2019 through October 30, 2024. (Settlement Agreement, ¶ 20.z; Rose Decl., ¶ 41).

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1 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
2 approval under California law because it is fair, adequate, and reasonable. (Rose Decl., Exh. 1; *See*
3 *also, Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor*
4 *Company* (1996) 48 Cal.App.4th 1794, 1801). The response of the Class to the Settlement confirms
5 that final settlement approval is appropriate. As of the filing of this Motion, *there have been no*
6 *objections to or requests to opt-out from* the Class Settlement. (Declaration of Madely Nava of Apex
7 Class Action, LLC, Regarding Notice and Settlement Administration [“Apex Decl.”], ¶¶ 9 and 10).

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

12 Plaintiff seeks the Court’s approval of an attorneys’ fee award of thirty-five percent (35%) of
13 the Gross Settlement Amount, equaling Four Million One Hundred Forty-Seven Thousand Five
14 Hundred Dollars and Zero Cents (\$4,147,500.00), plus reimbursement of actual litigation costs and
15 expenses in the amount not to exceed Three Hundred Fourteen Thousand Eight Hundred Ninety-Eight
16 Dollars and Seventy-Five Cents (\$314,898.75) (together, “Attorneys’ Fees and Costs”). Class
17 Counsel’s request for an award of attorneys’ fees and costs is reasonable and appropriate in light of
18 the outstanding work performed by Class Counsel in the matter, the contingent nature of this action,
19 and the results achieved under the Settlement. (*See Lealao v. Beneficial California, Inc.* (2000) 82
20 Cal.App.4th 19).

21 Plaintiff also requests the Court’s approval of the amount to be paid to Plaintiff in the amount
22 of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (“Enhancement Payment”) for her
23 services on behalf of the Class. This amount proposed to be awarded to Plaintiff is fair and reasonable
24 for the reasons Plaintiff provided in her declaration. (*See Declaration of Plaintiff Karen Hartstein in*
25 *Support of Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and*
26 *Costs, Enhancement Payment, and Settlement Administration Costs* [“Hartstein Decl.”] filed
27 concurrently herewith). Courts approve incentive awards to plaintiffs when justified and appropriate
28 to compensate plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic*

1 *Riclifield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

2 Finally, Plaintiff requests that the Court approve the payment of Twenty-Nine Thousand Eight
3 Hundred Ninety Dollars and Zero Cents (\$29,890.00) (“Settlement Administration Costs”) to Apex
4 Class Action LLC (“Apex” or “Settlement Administrator”) as compensation for its administration
5 services it has and will provide in connection with the Settlement. (*See, generally*, Apex Decl.).

6 In order to efficiently present the Court with adequate information to determine whether to
7 grant final approval of the Settlement and award the Attorneys’ Fees and Costs, Enhancement
8 Payment, and Settlement Administration Costs, Plaintiff also moves for an order permitting the filing
9 of this single consolidated memorandum, although it exceeds the page limit established by California
10 Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

11 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

12 Defendant Hyatt Corporation is a multinational hospitality company that manages and
13 franchises luxury and business hotels, resorts, and vacation properties. (Rose Decl., ¶ 2). In March
14 2020, Defendant temporarily furloughed thousands of California employees in response to the
15 COVID-19 pandemic and did not automatically pay out all of its employees’ vested vacation wages
16 and floating holiday wages at the time of the furlough, which Plaintiff contends violated the California
17 Labor Code. (*Ibid*).

18 On April 23, 2020, Plaintiff provided written notice to the California Labor and Workforce
19 Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail,
20 pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor
21 Code alleged to have been violated by Defendant. (*Id.*, ¶ 3).

22 On April 24, 2020, Plaintiff filed a Class Action Complaint in the action entitled *Karen*
23 *Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court Case No. 20STCV15895
24 (“Action”), on behalf of a putative class of all California employees whose employment was
25 terminated, including by layoff or furlough, and who were not paid for earned or accrued vacation
26 immediately upon cessation of their employment during the period from April 24, 2016 to final
27 judgment. (*Id.*, ¶ 4). It alleged five causes of action for (1) Failure to Pay All Wages Upon Discharge
28 or Layoff; (2) Waiting Time Penalties; (3) Failure to Furnish Accurate, Itemized Wage Statements;

(4) Unfair and Unlawful Business Practices; and (5) PAGA. (Ibid).

On June 1, 2020, Defendant removed the Action to the United States District Court for the Central District of California, where it was assigned Case No. 2:20-cv-04874-DSF-JPR (the “Federal Action”). (*Id.*, ¶ 5).

On June 19, 2020, Plaintiff propounded written formal discovery onto Defendant (specifically, Interrogatories (Set One), Requests for Production of Documents (Set One), and Request for Admissions (Set One)). (*Id.*, ¶ 6). This set of discovery focused on obtaining information pertaining to the putative class members, such as their contact information. (Ibid).

On July 13, 2020, Plaintiff served a notice of subpoena onto Defendant, which provided the subpoena Plaintiff served onto Lodging Industry Investment Council c/o HREC Licensing LLC on July 14, 2020 for documents and communications related to its March 15, 2020 survey to members of the hospitality industry on the state of the hotel investment market in light of the COVID-19 pandemic as well as communications related to Defendant. (*Id.*, ¶ 7).

On July 30, 2020, Plaintiff served a notice of deposition of Defendant under Federal Rules of Civil Procedure, Rule 30(b)(6) along with request for production of documents. (*Id.*, ¶ 8). This deposition notice sought documents, information, and testimony pertaining to, *inter alia*, the renumeration of vacation time, furlough, termination, and waiting time penalties regarding the putative class members. (Ibid).

On August 3, 2020, Plaintiff propounded additional written formal discovery onto Defendant (specifically, Requests for Production of Documents (Set Two)). (*Id.*, ¶ 9). This set of discovery focused on Defendant’s affirmative defenses in its Answer to Plaintiff’s Unverified Class Action Complaint filed on May 29, 2020. (Ibid). On August 10, 2020, Defendant responded to Plaintiff’s discovery requests (specifically, Interrogatories (Set One), Requests for Production of Documents (Set One), and Request for Admission (Set One)). (Ibid). On September 9, 2020, Defendant served responses and supplemental responses to Plaintiff’s discovery requests (specifically, Interrogatories (Set One), Request for Admissions (Set One), Requests for Production of Documents (Set Two), and Requests for Production of Documents (Set Two)). (Ibid). On October 28, 2020, Plaintiff served a re-notice of deposition of Defendant under Federal Rules of Civil Procedure, Rule 30(b)(6) along with

1 request for production of documents. (Ibid).

2 On October 30, 2020, 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 (“PAGA Letter”). (*Id.*, ¶ 10). The purpose of this amended notice was to include additional
5 violations of the California Labor Code as a result of Defendant’s failure to pay vested bonuses upon
6 termination and failure to include vested bonuses in the regular rate of pay for purposes of calculating
7 the overtime rate of pay. (Ibid).

8 On November 10, 2020, Blackstone Law, APC took the deposition of Defendant’s Person Most
9 Knowledgeable (Director of Human Resources). (*Id.*, ¶ 11). This deposition focused on Defendant’s
10 policies regarding, *inter alia*, paid time off, furlough, vacation, COVID-19, waiting time penalties,
11 and vested bonuses in the regular rate of pay for purposes of calculating the overtime rate of pay.
12 (Ibid).

13 On January 4, 2021, Plaintiff filed a First Amended Class Action Complaint (“Operative
14 Complaint”) in the Federal Action, which additionally asserted a regular rate claim due to Defendant’s
15 alleged failure to factor hotel room stays into the regular rate of pay for purposes of overtime
16 compensation, claims for the unpaid value of unused hotel room stays for all individuals whose
17 employment was terminated during the statutory period, and added a regular rate subclass and an
18 unpaid hotel room bonus subclass to the proposed class. (*Id.*, ¶ 12).

19 On January 25, 2021, Defendant filed a Motion for Judgment on the Pleadings and supporting
20 documents. (*Id.*, ¶ 13). On February 1, 2021, Plaintiff filed an Opposition to Defendant’s Motion for
21 Judgment on the Pleadings and supporting documents. (Ibid). On February 8, 2021, Defendant filed
22 a Reply in Support of Its Motion for Judgment on the Pleadings and supporting documents. (Ibid).

23 On February 8, 2021, Plaintiff propounded further additional written formal discovery
24 (specifically, Interrogatories (Set Two), Request for Admissions (Set Two), and Requests for
25 Production of Documents (Set Three)). (*Id.*, ¶ 14). This set of discovery focused on the impact of the
26 COVID-19 pandemic on Defendant, Defendant’s policies for non-discretionary hotel room bonuses,
27 and how Defendant calculated the average and regular rate of pay for the putative class members.
28 (Ibid).

1 On February 17, 2021, the court in the Federal Action denied Defendant's Motion for
2 Judgment on the Pleadings without prejudice because Defendant filed its Motion for Judgment on the
3 Pleadings before the pleadings were closed in violation of Federal Rules of Civil Procedure, Rule
4 12(c). (*Id.*, ¶ 15). On February 22, 2021, Defendant filed a Renewed Motion for Judgment on the
5 Pleadings and supporting documents. (*Ibid.*). On March 1, 2021, Plaintiff filed an Opposition to
6 Defendant's Renewed Motion for Judgment on the Pleadings and supporting documents. (*Ibid.*). On
7 March 8, 2021, Defendant filed a Reply in Support of Its Renewed Motion for Judgment on the
8 Pleadings. (*Ibid.*).

9 On March 9, 2021, Plaintiff served a notice of subpoena onto Defendant, which provided the
10 subpoena Plaintiff served onto Automatic Data Processing, Inc. on March 8, 2021 for communications
11 with Defendant related to the furlough and layoffs of the putative class members along with
12 Defendant's changes to how vacation and paid time off accrued or vested, floating holiday wages
13 accrued, and how vested bonuses accrued for putative class members. (*Id.*, ¶ 16).

14 On March 10, 2021, Defendant responded to Plaintiff's discovery requests (specifically,
15 Interrogatories (Set Two), Request for Admissions (Set Two), and Requests for Production of
16 Documents (Set Three)). (*Id.*, ¶ 17). On March 19, 2021, Plaintiff served a continued notice of
17 deposition under Federal Rules of Civil Procedure, Rule 30(b)(6) along with request for production of
18 documents. (*Ibid.*).

19 On March 19, 2021, the court in the Federal Action granted in part and denied in part
20 Defendant's Renewed Motion for Judgment on the Pleadings and dismissed Plaintiff's fourth cause of
21 action for failure to furnish accurate, itemized wage statements. (*Id.*, ¶ 18).

22 On or around March 21, 2021, Plaintiff engaged expert witnesses to testify on, *inter alia*,
23 whether Defendant was required to pay final wages in full, including accrued vacation pay,
24 immediately upon implementing indefinite layoffs in or around March 2020, whether Defendant's
25 complimentary hotel room accommodations provided to employees constituted "wages" under
26 California law, thus triggering final pay obligations, and which must be included in the regular rate of
27 pay for purposes of overtime compensation, and the historical position of the Division of Labor
28 Standards Enforcement and that hotel room bonuses constituted wages which must be paid upon

1 termination and incorporated into employees' regular rate of pay. (*Id.*, ¶ 19). On March 24, 2021,
2 Defendant served two (2) notices of subpoena and deposition of Plaintiff's experts. (*Ibid*).

3 On March 31, 2021, Blackstone Law, APC defended the deposition of Plaintiff's expert. (*Id.*,
4 ¶ 20).

5 On April 7, 2021, Blackstone Law, APC took the continued deposition of Defendant's Person
6 Most Knowledgeable (Director of Human Resources) to address additional topics including what
7 Defendant considers a furlough versus a layoff and information on the putative class list that Defendant
8 produced. (*Id.*, ¶ 21).

9 On April 12, 2021, Plaintiff filed a Motion for Class Certification and supporting documents.
10 (*Id.*, ¶ 22). On April 26, 2021, Defendant filed an Opposition to Plaintiff's Motion for Class
11 Certification and supporting documents. (*Ibid*). On May 10, 2021, Plaintiff filed a Reply in Support
12 of Plaintiff's Motion for Class Certification. (*Ibid*). On May 25, 2021, the court in the Federal Action
13 granted Plaintiff's motion for class certification and certified the following class and subclasses:

14 Class: All individuals who were employed by Defendants in the State of California at
15 any time during the period from April 24, 2016 to final judgment (the "Relevant
16 Period") and who fall within the definition of one or all of the following Subclasses:

17 Subclass 1: All members of the Class whose employment was terminated (including,
18 without limitation, temporarily laid off, laid off, or "furloughed") and who were not
19 paid for vested vacation time and/or floating holidays immediately upon cessation of
20 their employment within the Relevant Period.

21 Subclass 2: All members of the Class whose employment was terminated (including,
22 without limitation, temporarily laid off, laid off, or "furloughed") and who were not
23 paid for vested non-discretionary hotel room bonuses immediately upon cessation of
24 their employment within the Relevant Period.

25 Subclass 3: All members of the Class who are or were hourly-paid and/or non-exempt,
26 who worked overtime and received overtime pay, and who earned non-discretionary
27 hotel room bonuses during the Relevant Period.

28 (*Ibid*).

1 The court in the Federal Action appointed Plaintiff as the class representative and Blackstone
2 Law, APC as class counsel. (Ibid).

3 On June 17, 2021, Plaintiff propounded additional written formal discovery (specifically,
4 Interrogatories (Set Three), Request for Admissions (Set Three), and Requests for Production of
5 Documents (Set Four)) and served two (2) deposition notices. (*Id.*, ¶ 23). This set of discovery focused
6 on Defendant's affirmative defenses in Defendant's Amended Answer to Plaintiff's Unverified Class
7 Action Complaint filed on May 14, 2021. (Ibid).

8 On July 2, 2021, Plaintiff served a re-notice of deposition of Defendant's Person Most
9 Knowledgeable (Human Resources Information Systems Senior Analyst), focusing on, *inter alia*,
10 Defendant's complimentary hotel room stays. (*Id.*, ¶ 24). On July 23, 2021, Defendant responded to
11 Plaintiff's discovery requests (specifically, Interrogatories (Set Three), Request for Admissions (Set
12 Three), and Requests for Production of Documents (Set Four)). (Ibid).

13 On July 21, 2021, a Belaire-West notice, which was approved by the court in the Federal
14 Action, was mailed to fifteen thousand one hundred and twenty (15,120) putative class members by a
15 third-party administrator. (*Id.*, ¶ 25).

16 On August 4, 2021, Blackstone Law, APC took the deposition of Defendant's Person Most
17 Knowledgeable (Human Resources Information Systems Senior Analyst) on topics pertaining to *inter*
18 *alia*, Defendant's complimentary hotel room stays. (*Id.*, ¶ 26).

19 On August 11, 2021, Plaintiff served a deposition notice of Defendant's Person Most
20 Knowledgeable (Senior Vice President of Human Resources for the Americas), seeking documents
21 and information regarding, *inter alia*, Defendant's policies regarding hotel room bonuses, vacation
22 pay, and furlough versus layoffs during the COVID-19 pandemic. (*Id.*, ¶ 27). On August 19, 2021,
23 Blackstone Law, APC took the deposition of Defendant's Person Most Knowledgeable (Senior Vice
24 President of Human Resources for the Americas) on issues related to these topics. (Ibid).

25 On September 2, 2021, Plaintiff propounded additional written formal discovery (specifically,
26 Interrogatories (Set Four), Request for Admissions (Set Four), and Requests for Production of
27 Documents (Set Five)). (*Id.*, ¶ 28). This set of discovery focused on information regarding hotel room
28 bonuses. (Ibid). On September 9, 2021, Plaintiff served a notice of deposition of Defendant under

1 Federal Rules of Civil Procedure, Rule 30(b)(6) along with request for production of documents.
2 (Ibid). This deposition notice sought documents, information and testimony pertaining to hotel room
3 bonuses. (Ibid). On October 4, 2021, Defendant responded to Plaintiff's discovery requests
4 (specifically, Interrogatories (Set Four), Request for Admissions (Set Four), and Requests for
5 Production of Documents (Set Five)). (Ibid). On October 20, 2021, Plaintiff served an amended notice
6 of deposition of Defendant under Federal Rules of Civil Procedure, Rule 30(b)(6) along with request
7 for production of documents, seeking documents, testimony and information pertaining to hotel room
8 bonuses. (Ibid). On October 25, 2021, Defendant served supplemental responses to Plaintiff's
9 discovery requests (specifically, Interrogatories (Set Three) and Request for Admissions (Set Three)).
10 (Ibid). On October 26, 2021, Defendant served objections and responses to Plaintiff's amended
11 deposition notice and request for production of documents. (Ibid).

12 On October 17, 2021, Blackstone Law, APC took the deposition of Defendant's Person Most
13 Knowledgeable (Vice President of Revenue Management) pertaining to hotel room bonuses. (*Id.*, ¶
14 29).

15 On November 2, 2021, the Parties participated in mediation with Jeffrey Krivis, Esq., which
16 did not result in a settlement at that time. (*Id.*, ¶ 30).

17 On November 15, 2021, Plaintiff filed a Motion for Partial Summary Judgment and supporting
18 documents. (*Id.*, ¶ 31). On November 15, 2021, Defendant filed a Motion for Summary Judgment,
19 or in the Alternative Partial Summary Judgment and supporting documents. (Ibid). On December 6,
20 2021, Plaintiff filed an Opposition to Defendant's Motion for Summary Judgment, or in the
21 Alternative Partial Summary Judgment and supporting documents. (Ibid). On December 6, 2021,
22 Defendant filed an Opposition to Plaintiff's Motion for Partial Summary Judgment and supporting
23 documents. (Ibid). On December 20, 2021, Plaintiff filed a Reply in Support of Plaintiff's Motion
24 for Partial Summary Judgment and supporting documents. (Ibid). On December 20, 2021, Defendant
25 filed a Reply in Support of Its Motion for Summary Judgment, or in the Alternative Partial Summary
26 Judgment. (Ibid).

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1 On November 16, 2021, Plaintiff filed a Motion to Compel Further Responses to Plaintiff's
2 Request for Production of Documents (Set Four), which Defendant opposed. On December 9, 2021,
3 the court in the Federal Action granted Plaintiff's Motion to Compel Further Responses to Plaintiff's
4 Request for Production of Documents (Set Four). (*Id.*, ¶ 32). On January 14, 2022, Defendant served
5 supplemental responses to Plaintiff's Request for Production of Documents (Set Four). (*Ibid.*).

6 On February 9, 2022, Plaintiff propounded additional written discovery (specifically,
7 Interrogatories (Set Five), Request for Admissions (Set Five), and Requests for Production of
8 Documents (Set Six)) and served five (5) deposition notices. (*Id.*, ¶ 33). This written discovery
9 focused on hotel room bonuses. (*Ibid.*).

10 On February 14, 2022, the court in the Federal Action granted Defendant's Motion for
11 Summary Judgment, denied Plaintiff's Motion for Partial Summary Judgment, and dismissed the
12 Federal Action with prejudice. (*Id.*, ¶ 34).

13 On March 15, 2022, Plaintiff filed a Notice of Appeal to the United States Court of Appeals
14 for the Ninth Circuit. (*Id.*, ¶ 35). On August 24, 2022, Plaintiff filed an Opening Brief. (*Ibid.*).
15 Blackstone Law, APC engaged the services of appellate specialists to assist with this appeal given the
16 critical importance of the appeal to the current matter as well as because the appeal addressed critical
17 legal issues in California pertaining to when employers across the state had to pay final wages when
18 the length of the termination was undetermined, and that has not yet been adequately addressed by the
19 courts. (*Ibid.*). On November 21, 2022, Defendant filed its Answering Brief. (*Ibid.*). On December
20 23, 2022, Plaintiff filed a Reply Brief. (*Ibid.*). Oral argument proceeded on July 17, 2023, after which
21 the Court of Appeals took the matter under submission. (*Ibid.*).

22 On September 22, 2023, the Ninth Circuit Court of Appeals issued its published Opinion in
23 which it:

- 24 a. reversed the district court's grant of summary judgment in favor of Defendant as to the
25 vacation pay and waiting time penalties claims concluding that the California Labor Code
26 required Defendant to pay the accrued vacation pay in March 2020 and that a temporary
27 layoff without a specific return date within the normal pay period is a discharge that triggers
28 the prompt payment provisions of California Labor Code Section 201;

- b. affirmed the grant of summary judgment as to the complimentary hotel room claim holding that complimentary hotel rooms Defendant provided to employees were excludable from the calculation of employees' regular rate of pay under the Fair Labor Standards Act because they were excludable as "other similar payments" under 29 C.F.R. Section 778.224; and
- c. remanded the case for the court to consider whether Defendant acted willfully within the meaning of California Labor Code Section 203; and reversed the grant of summary judgment as to Plaintiff's derivative PAGA and unfair competition claims as to the vacation time and waiting time claims. (Ibid).

On July 11, 2024, the Parties participated in a second mediation with Jeffrey A. Ross, Esq., which did not result in a settlement at that time. (*Id.*, ¶ 37). However, after three months of further negotiations and with the assistance of the mediator's evaluations and a mediator's proposal, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. (Ibid). The Parties then worked diligently over the course of many months to negotiate and memorialize the terms in a long form settlement agreement. (Ibid).

On June 5, 2025, the Parties executed the Settlement Agreement. (*Id.*, ¶ 38 and Exh. 1).

On June 6, 2025, pursuant to the joint stipulation of the Parties, the Federal Action was remanded to Los Angeles Superior Court. (*Id.*, ¶ 39).

On July 30, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval") and supporting documents. (*Id.*, ¶ 40). On August 27, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminary approving the terms of the Settlement Agreement, the Notice of Class Action Settlement ("Class Notice"), and the proposed administration procedures and associated deadlines. (*Id.*, ¶ 40 and Exh. 2).

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Eleven Million Eight Hundred Fifty Thousand Dollars and Zero Cents (\$11,850,000.00). (Settlement Agreement, ¶ 20.p; Rose Decl., ¶

43). The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling Four Million One Hundred Forty-Seven Thousand Five Hundred Dollars and Zero Cents (\$4,147,500.00); (2) Class Counsel's actual litigation costs and expenses, in the amount not to exceed Three Hundred Fourteen Thousand Eight Hundred Ninety-Eight Dollars and Seventy-Five Cents (\$314,898.75); (3) Settlement Administration Costs in the amount not to exceed Twenty-Nine Thousand Eight Hundred Ninety Dollars and Zero Cents (\$29,890.00); (4) Enhancement Payment in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); and (5) PAGA Amount in the amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00). (Settlement Agreement, ¶¶ 20.p, 23, 24, 25, and 26; Rose Decl., ¶ 43). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately Six Million Eight Hundred Thirty-Two Thousand Seven Hundred Eleven Dollars and Twenty-Five Cents (\$6,832,711.25. (Rose Decl., ¶ 43).

The Settlement does not require Settlement Class Members to submit claims as a prerequisite to receiving their *pro rata* share of the Net Settlement Amount ("Individual Settlement Payment"). (Settlement Agreement, ¶ 20.r; Rose Decl., ¶ 44). Individual Settlement Payments are calculated by the Settlement Administrator as follows:

The Settlement Administrator will create a "Final Allocation Percentage" for each Settlement Class Member. The numerator will be the individual Settlement Class Member's full waiting time penalties, based on their hourly rate of pay and classification of full-time (8 hours per day) or part-time (5 hours per day) status, and the denominator will be the sum of all Settlement Class Members' full waiting time penalties. The Settlement Administrator will then multiply the Final Allocation Percentage for each Settlement Class Member by the Net Settlement Amount to determine that Settlement Class Member's final Individual Settlement Payment. (Settlement Agreement, ¶ 28.b; Rose Decl., ¶ 44).

The Settlement does not require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share of twenty-five percent (25%) of the PAGA Amount ("Individual PAGA Payment"). (Settlement Agreement, ¶ 20.q; Rose Decl., ¶ 45). Individual PAGA Payments are calculated by the Settlement Administrator as follows:

The Settlement Administrator will divide the PAGA Employee Amount, *i.e.*, 25% of the PAGA Amount, by the total number of PAGA Employees to yield each PAGA Employee's Individual PAGA Payment. (Settlement Agreement, ¶ 29; Rose Decl., ¶ 45).

1 Each Individual Settlement Payment and Individual PAGA Payment will be allocated as one
2 hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the
3 Settlement Administrator. (Settlement Agreement, ¶ 30; Rose Decl., ¶ 47).

4 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
5 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
6 thereafter, shall be canceled. (Settlement Agreement, ¶ 48; Rose Decl., ¶ 48). Any funds associated
7 with such canceled checks will be distributed by the Settlement Administrator to the State of
8 California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA
9 Employee at issue. (Settlement Agreement, ¶ 48; Rose Decl., ¶ 48).

10 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all
11 Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
12 compromised, relinquished, and discharged the Released Parties of any and all claims, rights,
13 demands, charges, complaints, causes of action, obligations, damages, penalties, interest, or liability
14 of any and every kind, which were alleged or could have been alleged based on the facts in the
15 Operative Complaint, arising during the Class Period for Defendant's alleged failure to timely pay all
16 wages and/or vested vacation time/paid time off and/or floating holidays immediately upon
17 termination (including, without limitation, temporarily laid off, laid off, or "furloughed") in or around
18 March 2020 in connection with the Covid-19 pandemic, allegedly in violation of California Labor
19 Code Sections 201, 203, and 227.3, and for the alleged violation of California Business and
20 Professions Code sections 17200, *et seq.* based on the aforementioned California Labor Code alleged
21 violations. (Settlement Agreement, ¶¶ 20.dd and 49).

22 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State
23 of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have
24 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
25 Parties of any and all claims, rights, demands, charges, complaints, causes of action, obligations,
26 damages, penalties, interest, or liability of any and every kind, which were alleged or could have been
27 alleged based on the facts in the Operative Complaint, for civil penalties under the Private Attorneys
28 General Act of 2004, California Labor Code Sections 2698 *et seq.*, as alleged in the PAGA Letter

1 and/or Operative Complaint, arising in or around March 2020 for Defendant's alleged failure to timely
2 pay all wages and/or vested vacation time/paid time off and/or floating holidays immediately upon
3 termination (including, without limitation, temporarily laid off, laid off, or "furloughed") in
4 connection with the Covid-19 pandemic, allegedly in violation of California Labor Code Sections 201,
5 203, and 227.3. (Settlement Agreement, ¶¶ 20.ee and 50).

6 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
7 individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled,
8 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
9 liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of
10 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
11 unasserted, which Plaintiff, at any time of execution of the Settlement Agreement, had or claimed to
12 have or may have. (*Id.*, ¶ 51). It is agreed that this is a general release and is to be broadly construed
13 as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does
14 not include a release of any claims that cannot be released here under by law. (*Ibid.*). Plaintiff
15 understands and expressly agrees that the Settlement Agreement extends to claims that she has against
16 Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or
17 contingent, past, present, or future, arising from or attributable to an incident or event occurring in
18 whole or in part, on or before the execution of the Settlement Agreement. (*Ibid.*). Any and all rights
19 granted under any state or federal law or regulation limiting the effect of the Settlement Agreement,
20 including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY
21 WAIVED. (*Ibid.*). Section 1542 of the California Civil Code reads as follows:

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

The "Released Parties" means Defendant and its former and present directors, officers,
shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
and affiliates. (*Id.*, ¶ 20.ff).

IV. THE SETTLEMENT ADMINISTRATION PROCESS

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

On August 27, 2025, Apex received the Court-approved text for the Class Notice from Class Counsel. (Apex Decl., ¶ 4).

On September 25, 2025, Apex received the class data file from Defendant's counsel, which contained the full name, last known email address, last known mailing address, Social Security number, hourly rate of pay, and full time or part time designation (collectively, "Class List"). (*Id.*, ¶ 5). The Class List was uploaded to Apex's database and checked for duplicates and other possible discrepancies. (*Ibid.*) The Class List contained 6,187 individuals identified as Class Members and PAGA Members. (*Id.*, ¶¶ 5 and 15).

As part of the preparation for emailing/mailing, all 6,187 names and addresses contained in the Class List were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Class Members before mailing of the Class Notice. (*Id.*, ¶ 6). The NCOA contains requested change of addresses filed with the USPS. (*Ibid.*) To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice (if no email was available. (*Ibid.*) To the extent that no updated address was found in the NCOA database, the original address provided by Defendant's counsel was used for the mailing of the Class Notice. (*Ibid.*).

On November 17, 2025, the Class Notice was emailed to 2,577 Class Members, and the remaining 3,610 Class Members were sent a Class Notice via U.S. First Class Mail. (*Id.*, ¶ 7). 244 Class Notices were returned to Apex as undeliverable. (*Id.*, ¶ 8). Apex performed a computerized skip trace on the 244 returned Class Notices that did not have a forwarding address in an effort to obtain an updated address for the purpose of re-mailing the Class Notice. (*Ibid.*) As a result of this skip trace, 186 updated addresses were obtained and the Class Notice was promptly re-mailed to those Class Members, via U.S First Class Mail. (*Ibid.*) A total of 58 Class Notices have been deemed undeliverable as no updated address was found notwithstanding the skip tracing. (*Ibid.*).

1 Class Members had forty-five (45) calendar days after the Settlement Administrator
2 emailed/mailed the Class Notices to submit a Request for Exclusion, Notice of Objection, and/or
3 Dispute (“Response Deadline”). (Settlement Agreement, ¶ 20.hh). The Response Deadline is January
4 2, 2026. (Apex Decl., ¶¶ 9-11). As of the filing of this Motion, the Settlement Administrator has not
5 received any Requests for Exclusion, Notice of Objections, and/or Workweeks Disputes. (Ibid).

6 The estimated average Individual Settlement Payment is \$1,098.69, the estimated highest
7 Individual Settlement Payment is \$6,315.99, and the estimated lowest Individual Settlement Payment
8 is \$309.94. (*Id.*, ¶ 14).¹ The estimated Individual PAGA Payment for each PAGA Employee is
9 approximately \$20.20. (*Id.*, ¶ 15).

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

11 On June 6, 2025, Class Counsel submitted a copy of the Settlement Agreement to the LWDA
12 through its online submission portal in compliance with California Labor Code § 2699(1)(2). (Rose
13 Decl., ¶ 43). The LWDA has not objected or otherwise responded to the submission. (*Ibid.*).

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

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

16 Before granting final approval of a class action settlement, the Court must review the
17 settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48
18 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the
19 strength of the plaintiff’s case, the risk, expense, complexity and likely duration of further litigation,
20 the amount offered in settlement, the extent of discovery completed and the stage of the proceedings,
21 the experience and views of counsel, and the reaction of the class members to the proposed settlement.
22 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801
23 [“The list of factors is not exhaustive and should be tailored to each case”]; *Officers for Justice v. Civil*
24 *Serv. Comm’n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, a presumption of fairness
25 exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and
26 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced

27
28 ¹ The actual average, highest, and lowest Individual Settlement Payments will be larger than the amounts stated in the
Apex Decl. because the Net Settlement Amount is larger due to Class Counsel’s request for reimbursement of litigation
costs and expenses in an amount that is less than \$350,000.00 (the difference between the amount sought and the amount
authorized under the Settlement, i.e., \$35,101.25 will be part of the Net Settlement Amount).

1 in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245;
2 *Dunk*, 48 Cal.App.4th at 1802). “The settlement or fairness hearing is not to be turned into a trial or
3 rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the
4 contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty
5 of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
6 settlements.” (*Officers for Justice, supra*, 688 F.2d at 625).

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

8 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
9 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
10 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
11 were at all times made at arm’s-length and were adversarial. (Rose Decl., ¶ 50).

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

13 Courts typically assess the status of discovery in determining whether a class action settlement
14 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). The Parties engaged in
15 extensive formal and informal discovery, motion practice, and certification of the Class prior to
16 reaching a settlement. (*Id.*, ¶ 51). This allowed Class Counsel to conduct an informed assessment and
17 analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (*Ibid.*).
18 Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot*
19 *Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008)
20 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

21 Based on the information exchanged, the Parties extensively briefed issues regarding class
22 certification and liability and provided their analyses to the mediator who helped the Parties debate
23 the strengths and weakness of their respective positions. (Rose Decl., ¶ 52). At all times, Plaintiff
24 was willing and prepared to litigate this matter through class certification and trial if the Parties had
25 been unable to reach a favorable resolution. (*Ibid.*). Additionally, settlement negotiations were
26 conducted by highly capable and experienced counsel. (*Ibid.*). Class Counsel are respected members
27 of the California State Bar with strong records of vigorous and effective advocacy and are experienced
28 in handling complex wage and hour class action litigation. (*Ibid.*). Accordingly, Class Counsel had

1 sufficient information and experience to act intelligently in negotiating the Settlement.

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

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

14 Class Counsel is aware of Defendant’s defenses and arguments and has also taken into account
15 the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
16 such litigation, including those involved in de-certification and a potential second appeal with the
17 Ninth Circuit Court of Appeals. (Rose Decl., ¶ 54). Plaintiff further recognizes the significant benefits
18 Class Members can receive more quickly in the Settlement. (Ibid). Plaintiff has also considered the
19 Parties’ settlement discussions, as well as the evaluations of the mediator, who is experienced and
20 well-regarded in complex labor and 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.*, ¶ 55). Defendant believes that it would ultimately prevail in
24 the Action and would evidence a good faith defense to preclude the imposition of California Labor
25 Code Section 203 penalties. (Ibid). Defendant proffered defenses to both certification and to the
26 merits of Plaintiff’s claims. (Ibid).

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1 In light of the Parties' respective legal positions and the risks of continued litigation, the Gross
2 Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable
3 given the inherent risk of litigation, the risk of maintaining class certification, and the costs of further
4 litigation. (*Id.*, ¶ 56).

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

7 Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
8 \$4,147,500.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
9 expenses totaling Three Hundred Fourteen Thousand Eight Hundred Ninety-Eight Dollars and
10 Seventy-Five Cents (\$314,898.75) incurred in the prosecution of the Action. (Rose Decl., ¶ 57). The
11 requested fees and costs are fair compensation for undertaking complex, risky, expensive, and time-
12 consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved
13 by Class Counsel for the Class Members. (*Ibid.*).

14 **A. Plaintiff's Fee Request of 35% of the Gross Settlement Amount**
15 **is Proper Under the Common Fund Doctrine**

16 Courts have long recognized the "common fund" or "common benefit" doctrine, under which
17 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
18 costs to be paid out of the fund. (*See Serrano v. Priest* ("Serrano III") (1977) 20 Cal.3d 25, 34,
19 quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees'*
20 *Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995)
21 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric*
22 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

23 The California Supreme Court has held that, "when a number of persons are entitled in
24 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
25 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys' fees
26 out of the fund." (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D'Amico*, 11 Cal.3d 1; *see also Boeing,*
27 *supra*, 444 U.S. at 478 ("[A] lawyer who recovers a common fund for the benefit of persons other than
28 himself or his client is entitled to a reasonable attorney's fee from the fund as a whole."); *Mills, supra*,

1 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
2 actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3
3 explains the common fund doctrine as follows:

4 Where the lawsuit results in the recovery of a fund or property benefiting
5 others as well as plaintiff (e.g., a class action), the court has inherent
6 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.

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

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

17 Numerous appellate courts have similarly found. (*See e.g., Knoff v. City and County of San*
18 *Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of
19 attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers);
20 *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly
21 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
22 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
23 compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556,
24 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property
25 in an inverse condemnation action)).

26 The Supreme Court noted that several courts have expressed frustration with the alternative
27 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
28 often indecipherable time records. (*Laffitte*, 1 Cal.5th at 503; *see Lealao v. Beneficial California, Inc.*

(2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373, 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources. (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the percentage of the common fund approach to determine the award of attorney's fees. (*Lealao*, 82 Cal.App.4th at 30-31; see e.g., *In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79 (approving attorney's fee of 33%)).

A fee of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$4,147,500.00) is easily within the range of reasonableness. (Rose Decl., ¶ 57). Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. (See *In re Activision Sec. Litig.*, 723 F. Supp. at 1378). According to Professor Newberg: "No general rule can be articulated on what is a reasonable percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a reasonable fee award from a common fund, in order to assure that fees do not consume a disproportionate part of the recovery obtained for the class, though somewhat larger percentages are not unprecedented." (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel's requested fee is reasonable and falls well within the historical range of attorney's fee awards under the common fund theory. Based on Class Counsel's showing of reasonableness, the Court should approve the requested fees pursuant to the common fund approach.

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

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

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

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

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

3 From the outset of the Action to the present, prosecution of this matter has involved significant
4 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
5 with no guarantee of recovery. For the past five years, Class Counsel has placed its own resources at
6 risk to prosecute this matter with no guarantee of success. Despite such challenges, Class Counsel
7 was able to persuade Defendant that it faced significant liability exposure such that it was willing to
8 pay \$11,850,000.00 to settle the Class Members' claims.

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

10 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
11 including litigation involving the legal issues in this matter. (Rose Decl., ¶ 60). Class Counsel's skill
12 in developing a factual record and convincing Defendant of its litigation exposure under California
13 law was essential to achieving the Settlement. Through its skill and reputation, Class Counsel was
14 able to obtain a settlement that provides an outstanding result for Class Members. (*See generally* Rose
15 Decl.).

16 **E. The Results Achieved**

17 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'
18 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the
19 absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of
20 which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class
21 Members will be paid, on average, approximately \$1,098.69 each. (Rose Decl., ¶ 46). This is a
22 significant benefit for the Settlement Class Members here as it represents a recovery for highly
23 disputed claims. Equally important is the fact that the State of California will receive \$375,000.00 for
24 enforcement of labor laws and education of employers. (*Id.*, ¶ 67).

25 **F. Preclusion of Other Employment**

26 As California law recognizes, Class Counsel's commitment to this litigation should not be
27 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
28 attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See*

1 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
2 additional work that was available, and which Class Counsel had to forego in order to devote the time
3 necessary to pursue this litigation. (Rose Decl., ¶ 59).

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

5 Fee calculations under the lodestar method would result in a similar award, demonstrating the
6 fairness of Class Counsel's percentage fee request. Under the lodestar method, a base fee amount is
7 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
8 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
9 various factors. (*Serrano III, supra*, 20 Cal.3d at 48). Class Counsel's hourly rates are summarized in
10 the Rose Decl. at ¶ 61.

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

22 Class Counsel has spent approximately 2,465 total hours litigating these claims to date. (Rose
23 Decl., ¶ 61). Class Counsel expects to spend another 10 hours in connection with the final approval
24 process (including preparing for and attending the Final Approval Hearing, and managing the
25 Settlement through its conclusion, including anticipated communications with defense counsel, the
26 Settlement Administrator, our client, and Class Members). (*Id.*, ¶ 62). In addition to time spent during
27 litigation, reasonable hours also include the time spent before the Action was filed, including time
28 spent interviewing the client, investigating the facts and the law, preparing the initial pleadings, as

1 well as litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award
2 should include fees incurred to establish and defend the attorney's fee claim. (*Serrano v. Priest* (1982)
3 32 Cal.3d 621, 639 ("*Serrano IV*"). Based on the rates of Class Counsel, the total fees incurred to
4 date are \$2,408,325. (Rose Decl., ¶ 61). By the conclusion of this matter, the total fees are estimated
5 to be approximately \$2,415,825. (*Id.*, ¶ 62).

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

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

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

27 Given the unique reliance of our legal system on private litigants to enforce
28 substantive provisions of law through class and derivative actions, attorneys
providing the essential enforcement services must be provided incentives
roughly comparable to those negotiated in the private bargaining that takes
place in the legal marketplace, as it will otherwise be economic for

defendants to increase injurious behavior. 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.

In the class action context, that would mean attempting to award the fee that informed private bargaining, if it were truly possible, might have reached. The simplest way for the law to duplicate the bargain that informed parties would reach if agency costs were low is to look to fee award levels in actions brought by sophisticated private parties under the same or comparable statutes.

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

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

Accordingly, we hold that, in cases in which the value of the class recovery can be monetized with a reasonable degree of certainty and it is not otherwise inappropriate, 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.

(*Id.* at 49-50).

In looking at similar cases, including those set forth above, Class Counsel's requested fee comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the collective hours worked in this matter, the requested fee award would represent a modest multiplier of approximately 1.74 of the current total fee lodestar. In this regard, Class Counsel's fee request is reasonable.

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

Class Counsel's intention to request the Court's approval for payment of attorneys' fees was clearly disclosed to each Class Member in the Court-approved Class Notice. (Rose Decl., ¶ 64; *See also*, Apex Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to the request for attorneys' fees. (Apex Decl., ¶ 10). It is fair to conclude that the Class approves of/does not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's request for thirty-five percent (35%) of the Gross Settlement Amount, equaling Four Million One Hundred Forty-Seven Thousand Five Hundred Dollars and Zero Cents (\$4,147,500.00), should be granted.

I. Plaintiff's Cost Request is Reasonable

Class Counsel seeks reimbursement of a total amount of Three Hundred Fourteen Thousand Eight Hundred Ninety-Eight Dollars and Seventy-Five Cents (\$314,898.75) in costs and expenses in

1 this matter, which includes reasonable future costs for filing the Motion. (Rose Decl., ¶ 63 and Exh.
2 4). All costs and expenses were reasonably incurred in prosecution of this matter.

3 **VIII. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS**
4 **REASONABLE**

5 The named Plaintiff should be awarded an Enhancement Payment in the amount of Twenty-
6 Five Thousand Dollars and Zero Cents (\$25,000.00) for her services as the Class Representative and
7 the risks in connection with that role. (Rose Decl., ¶ 65). Enhancement awards in wage and hour
8 cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. (Ibid). Often,
9 multiple class representatives receive awards in the above range. (See e.g., *Munoz v. BCI Coca-Cola*
10 *Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of
11 \$10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir.
12 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) [“We also think there
13 is something to be said for rewarding those drivers who protect and help to bring rights to a group of
14 employees who have been the victims of discrimination.”]). Here, the requested Enhancement
15 Payment is modest, reasonable, and should be approved.

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

21 The requested award for Plaintiff is also reasonable given the financial and personal risk she
22 took in commencing the Action, and in light of the benefits that her actions have conferred upon the
23 Class. (Hartstein Decl., ¶ 8; See also *Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp.
24 294, 299-300). Additionally, in considering a requested class representative enhancement award,
25 courts take into consideration a plaintiff’s reasonable fear of retaliation. (*Staton v. Boeing Co.* (9th
26 Cir. 2003) 327 F.3d 938, 977). Here, it is easy to see that a potential future employer could expend
27 little effort to discover Plaintiff brought the lawsuit – and based thereon, decline to offer Plaintiff
28 employment.

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1 In sum, Plaintiff has performed considerable services on behalf of the Class during the
2 litigation. (*See, generally, Hartstein Decl.*). Class Counsel cannot understate the importance of the
3 role of an employee who is willing to search out an attorney and step forward to assume the risk of
4 litigation and retaliation in order to represent a class and put the interests of the class before their own
5 interests. Plaintiff has understood that this is a class action where she is serving as the Class
6 Representative and must protect the Class Members' interests. (*Id.*, ¶ 11). Plaintiff was the catalyst
7 to the benefit reached for the Class Members, and has actively protected the Class Members' interests
8 during the pendency of this matter and will continue to do so even if the case was required to go to
9 trial. (*Ibid.*). Plaintiff spent numerous hours participating in this matter by searching for an attorney,
10 communicating with her attorneys on numerous occasions, searching for and producing relevant
11 documents related to her employment, responding to her attorneys' inquiries, helping her attorneys
12 prepare for her motion for class certification, motion for summary judgment, and both mediation
13 sessions, reviewing the settlement documents, and approving the Settlement on behalf of all Class
14 Members. (*See, generally, Hartstein Decl.*)

15 In contrast, without having to take on any of the risk incurred by Plaintiff or time spent by
16 Plaintiff in litigating this matter, Settlement Class Members will automatically be issued a payment
17 for their claims. It appears that the Settlement Class Members recognize this enhancement was
18 justified because since the time the Class received notice of the requested Enhancement Payment, no
19 one has objected to the request. Thus, the Enhancement Payment to Plaintiff is warranted to
20 compensate her for her time and effort, the fear and stress associated with assuming the responsibility
21 of serving as the Class Representative, and the concrete risks she assumed as the Class Representative.

22 **IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
23 **REASONABLE**

24 In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved,
25 Settlement Administration Costs not to exceed Thirty-Five Thousand Dollars and Zero Cents
26 (\$35,000.00). (*Rose Decl.*, ¶ 66). Apex Class Action LLC is the approved Settlement Administrator.
27 (*Ibid.*). It is an experienced class administrator and has adequately performed the administration tasks
28 required by the Preliminary Approval Order. Apex's *actual* costs to administer the Settlement are
only Twenty-Nine Thousand Eight Hundred Ninety Dollars and Zero Cents (\$29,890.00). (*Nava*

Decl., ¶ 16 and Exh. B). Based thereon, the requested costs should be approved.

X. THE PROPOSED LWDA ALLOCATION IS REASONABLE

Pursuant to California Labor Code Section 2699(l), the Superior Court shall review and approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code § 2699(l)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and should be approved. As part of the Settlement, Defendant has agreed to pay Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of which the payment of Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000.00) (75% of the PAGA Amount) will be paid to the LWDA for education and enforcement purposes. (Rose Decl., ¶ 67).

It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations. (Rose Decl., ¶ 68).

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

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

15 The Class Notice approved by the Court met these requirements: it identified the Parties and
16 described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution
17 of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to
18 Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees
19 and Costs to Class Counsel. (Rose Decl., ¶ 69; *see also* Apex Decl., Exh. A thereto). The Class Notice
20 described the proposed Settlement with enough specificity to allow each Class Member to make an
21 informed choice whether to accept and participate in it. (*Ibid*). It also explained how and when Class
22 Members may object to or opt out of the Class Settlement. (*Ibid*). Finally, the Class Notice provided
23 the date and time of the hearing on final approval of the Settlement and informed Class Members how
24 to obtain additional information about the Settlement. (*Ibid*).

25 **XII. CONCLUSION**

26 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
27 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
28 attorneys' fees to Class Counsel of \$4,147,500.00; (2) the requested reimbursement of actual costs and
expenses to Class Counsel of \$314,898.75; (3) the requested Enhancement Payment to Plaintiff of

1 \$25,000.00; and (4) the requested Settlement Administration Costs to the Settlement Administrator of
2 \$29,890.00; and permit the filing of a memorandum that exceeds the page limit.

3 Respectfully submitted,

4 Dated: December 24, 2025

BLACKSTONE LAW, APC

5
6 By: 

Alexandra Rose

7 Attorneys for Plaintiff Karen Hartstein
8 and the Class
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