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

KIMBERLY SIMONDS, individually, and
on behalf of aggrieved employees pursuant
to the Private Attorneys General Act
("PAGA");

Plaintiff,

v.

PRIME HEALTHCARE SERVICES, INC.,
a Delaware corporation; PRIME
HEALTHCARE FOUNDATION, INC., a
Delaware corporation; PRIME
HEALTHCARE MANAGEMENT, INC., a
Delaware corporation; PRIME
HEALTHCARE SERVICES –
ALVARADO, LLC, a Delaware limited
liability company; PRIME HEALTHCARE
SERVICES – CENTINELA, LLC, a
Delaware limited liability company; PRIME
HEALTHCARE SERVICES – ENCINO
HOSPITAL, LLC, a Delaware limited
liability company; PRIME HEALTHCARE
SERVICES – GARDEN GROVE, LLC, a
Delaware limited liability company; PRIME
HEALTHCARE SERVICES –
HUNTINGTON BEACH, LLC, a Delaware
limited liability company; PRIME
HEALTHCARE SERVICES – LA PALMA,

Case No.: 20VECV01127

Assigned for All Purposes to:
Honorable Huey P. Cotton
Department A

**NOTICE OF MOTION AND MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

[Declaration of Counsel (Douglas Han);
Declaration of Plaintiff (Kimberly Simonds);
Declaration of Jodey Lawrence; and [Proposed]
Order filed concurrently herewith]

Hearing Date: December 10, 2026
Hearing Time: 8:30 a.m.
Hearing Place: Department A

Complaint Filed: October 7, 2020
Trial Date: None Set

1 LLC, a Delaware limited liability company;
2 PRIME HEALTHCARE SERVICES –
3 MONTCLAIR, LLC, a Delaware limited
4 liability company; PRIME HEALTHCARE
5 SERVICES – PARADISE VALLEY, LLC, a
6 Delaware limited liability company; PRIME
7 HEALTHCARE SERVICES – SAN
8 DIMAS, LLC, a Delaware limited liability
9 company; PRIME HEALTHCARE
10 SERVICES – SHASTA, LLC, a Delaware
11 limited liability company; PRIME
12 HEALTHCARE SERVICES – SHERMAN
13 OAKS, LLC, a Delaware limited liability
14 company; PRIME HEALTHCARE
15 SERVICES – ST. FRANCIS, LLC, a
16 Delaware limited liability company; and
17 PREM REDDY, an individual; and DOES 1
18 through 100, inclusive;

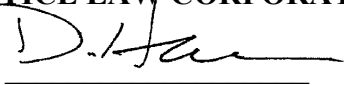
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Defendants.

1 **PLEASE TAKE NOTICE** that on December 10, 2026, at 8:30 a.m., or as soon as
2 thereafter as the matter may be heard, before the Honorable Huey P. Cotton in Department A of
3 the Los Angeles County Superior Court located at 6230 Sylmar Avenue, Van Nuys, California
4 91401, Plaintiff Kimberly Simonds (“Plaintiff”) will and hereby does move for entry of an order
5 and judgment approving the Settlement Agreement (“Settlement Agreement,” “Settlement,” or
6 “Agreement”) that was entered between Plaintiff and Defendant Prime Healthcare Services –
7 Sherman Oaks, LLC (“Defendant”), attached as **Exhibit 2** to the Declaration of Douglas Han,
8 pursuant to Labor Code section 2699(1).

9 This motion is based upon this notice of motion and motion; Declaration of Plaintiff’s
10 Counsel (Douglas Han), Declaration of Plaintiff (Kimberly Simonds), and Declaration of Jodey
11 Lawrence in support thereof; Proposed Order approving the Settlement Agreement; pleadings
12 and other records on file with the Court in this matter; and such evidence and oral argument as
13 may be presented.

14
15 Dated: September 17, 2026

JUSTICE LAW CORPORATION

By: 

Douglas Han

Attorneys for Plaintiff

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF MOTION**

3 Plaintiff seeks approval of the Agreement entered between Plaintiff and Defendant.
4 Plaintiff entered the Agreement on behalf of Plaintiff and all current and former hourly-paid or
5 non-exempt employees of Defendant within the State of California at the Sherman Oaks location
6 at any time during the period from February 19, 2023, through December 19, 2026.

7 **II. PROCEDURAL HISTORY**

8 On July 22, 2020, Plaintiff provided a written notice to the California Labor and Workforce
9 Development Agency (“LWDA”) and Defendant. On October 7, 2020, Plaintiff filed a
10 representative Private Attorneys General Act of 2004 (“PAGA”) action against Defendant. In line
11 with the settlement, Plaintiff requested dismissal of all the named defendants except Defendant.¹

12 After engaging in discovery, investigations, and negotiations, on August 13, 2025, the
13 Parties attended mediation with the mediator Brandon McKelvey. While the Parties did not
14 initially settle at mediation, they continued negotiations, which eventually resulted in the
15 settlement of this Lawsuit in November 2025.²

16 **III. SUMMARY OF THE SETTLEMENT TERMS**

17 **A. Allocation of the Gross Settlement Amount**

18 The Settlement Agreement provides that Defendant will pay a non-reversionary Gross
19 Settlement Amount of \$549,000. The PAGA Penalties Fund will be the Gross Settlement Amount
20 less: (1) Plaintiff’s Counsel Fees Payment of \$192,150; (2) Plaintiff’s Counsel Litigation Expenses
21 Payment of \$28,221.91; (3) Service Payment of \$10,000; and (4) Administration Expenses
22 Payment of \$12,000.³

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25 ¹ (Declaration of Douglas Han (“Han Decl.”), ¶ 11; Exhibits 8, 9.)

26 ² (*Id.* at ¶¶ 12-16.)

27 ³ (Settlement Agreement attached as **Exhibit 2** to the Declaration of Douglas Han
28 (“Settlement Agreement”), §§ 8(a), 8(b).)

1 The current amount of the PAGA Penalties Fund is estimated to be \$306,628.09. Seventy-
2 five percent (75%) of the PAGA Penalties Fund will be transmitted to the LWDA as the LWDA
3 Payment pursuant to Labor Code section 2699(i). The remaining twenty-five percent (25%) of
4 the PAGA Penalties Fund will be distributed to the PAGA Employees.⁴

5 **B. Distribution of the PAGA Penalties Fund**

6 Defendant shall provide the PAGA Employee List to the Administrator pursuant to the
7 timeline set forth in the Settlement Agreement. The Gross Settlement Amount will be deposited
8 into a qualified settlement fund created by the Settlement Administrator and will be disbursed to
9 the appropriate entities and persons in the manner and timeline set forth in the Settlement
10 Agreement. The uncashed settlement checks will be directed to the California State Controller
11 for deposit in the Unclaimed Property Fund in the name of the PAGA Employee.⁵

12 **C. The Scope of the Release in the Settlement Agreement**

13 Upon approval of this Agreement by the Court and subject to Defendant's full payment
14 of the Gross Settlement Amount, Plaintiff – in Plaintiff's individual capacity and on behalf of the
15 State of California and LWDA and as a proxy for the PAGA Employees – shall be deemed to
16 have fully, finally, and forever released, settled, compromised, relinquished, and discharged
17 Defendant and any and all Released Parties of and from any and all claims for the PAGA civil
18 penalties pleaded or which could have been pleaded arising, in whole or in part, from the facts
19 and/or allegations contained in the PAGA Notices (including any amended PAGA Notices)
20 against the Released Parties, that arose during the PAGA Period.⁶ (*Arias v. Sup. Ct.* (2009) 46
21 Cal.4th 969, 980, 986 [a plaintiff suing under PAGA “does so as the proxy or agent of the state’s
22 labor law enforcement agencies,” and, as such, “represents the same legal right and interest as
23 state labor law enforcement agencies”]; see also *Kim v. Reins Int'l California, Inc.* (2020) 9
24 Cal.5th 73, 85 (“PAGA standing is not inextricably linked to the plaintiff's own injury.”) A
25 judgment in a PAGA action “binds not only that [plaintiff] employee but also the state labor law

26 ⁴ (Settlement Agreement, *supra*, at § 8(b)(v).)

27 ⁵ (*Id.* at § 9.)

28 ⁶ (*Id.* at § 10.)

enforcement agencies.” (*Arias v. Sup. Ct., supra*, 46 Cal.4th at p. 986) Furthermore, “[b]ecause an aggrieved employee’s action under [PAGA] functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government.” (*Ibid.*) As a result, “[W]ith respect to the recovery of civil penalties, nonparty employees as well as the government are bound by the judgment in an action brought under [PAGA] ...” (*Ibid.*) Notably, “[C]ivil penalties recovered on the state’s behalf are intended to ‘remediate present violations and deter future ones,’ not to redress employees’ injuries.” (*Kim v. Reins Int’l California, Inc., supra*, Cal.5th at p. 86.)

D. No Right to Object to or Opt Out of the Settlement

“[A] PAGA action is a statutory action for penalties brought as a proxy for the state ... there is no need to protect absent employees’ due process rights[.]” (*Williams v. Sup. Ct.* (2017) 3 Cal.5th 531, 546.) “Unnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim.” (*Ochoa-Hernandez v. CJADERS Foods, Inc.* (N.D. Cal. Apr. 2, 2010), 2010 WL 3570777, at *5.) “PAGA does not make other potentially aggrieved employees parties” and no “due process concerns arise under PAGA because absent employees do not own a personal claim for PAGA civil penalties and whatever personal claims the absent employees might have for relief are not at stake.” (*Williams*, at pp. 546-547 (internal references omitted, citing *Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.* (2009) 46 Cal.4th 993, 1003 and *Iskanian v. CLS Trans. Los Angeles, LLC*, (2014) 58 Cal.4th 348, 381.)) “[A]bsent fellow employees will be bound by the outcome of any PAGA action[.]” (*Williams*, at p. 548 (internal references omitted, citing *Arias v. Sup. Ct., supra*, 46 Cal.4th at pp. 980-981; *Fireside Bank v. Sup. Ct.* (2007) 40 Cal.4th 1069, 1074 and *Richmond v. Dart Indus., Inc.* (1981) 29 Cal.3d 462, 474.)

Consistent with this law, the Settlement Agreement does not have a procedure for the PAGA Employees to object to or exclude themselves from the Settlement Agreement.

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1 **IV. STANDARD FOR APPROVAL OF PAGA SETTLEMENT**

2 The PAGA allows an “aggrieved employee” to bring a civil action on behalf of themself,
3 other aggrieved employees, and State of California to recover civil penalties with respect to
4 provisions of the Labor Code that do not provide for civil penalties. Before bringing a civil action
5 under PAGA, an employee must comply with Labor Code section 2699.3. (Lab. Code § 2699(a).)
6 A court “may award a lesser amount than the maximum civil penalty amount specified by this
7 part if, based on the facts and circumstances of the particular case, to do otherwise would result
8 in an award that is unjust, arbitrary and oppressive, or confiscatory.” (Lab. Code § 2699(e)(2).)

9 The settlement of a PAGA claim requires court approval. (Lab. Code § 2699(l)(2).) “A
10 PAGA claim asserted on a non-class representative basis . . . is not considered a class action but
11 a law enforcement action” and does not have to meet the requirements of a class action. (*Casida*
12 *v. Sears Holdings Corp.* (E.D. Cal. Jan. 26, 2012) 2012 WL 253217, at *3; *Thomas v. Aetna*
13 *Health of Cal., Inc.* (E.D. Cal. June 2, 2011) 2011 WL 2173715, at *11; *Arias v. Sup. Ct., supra*,
14 46 Cal.4th at pp. 980-988 (affirming lower court’s holding that “plaintiff need not satisfy class
15 action requirements” to assert a PAGA claim); *Pedroza v PetSmart, Inc.* (C.D. Cal. Jan. 28, 2013)
16 2013 WL 1490667, at *15.) A court’s review of a PAGA settlement involves analysis of several
17 unique features that render the approval process distinct from approval of a class action
18 settlement. A court reviewing a PAGA settlement only needs to “ensur[e] that a negotiated
19 resolution is fair to those affected.” (*Williams v. Sup. Ct., supra*, 3 Cal.5th at p. 549 (citing Lab.
20 Code § 2699(l)(2)).) The Court of Appeal has held that “a trial court should evaluate a PAGA
21 settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes
22 to remediate present labor law violations, deter future ones, and to maximize enforcement of state
23 labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.)

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1 The Court’s focus is on whether the total settlement amount achieves PAGA’s objectives.
2 PAGA’s purpose “to incentivize private parties to recover civil penalties for the government that
3 otherwise may not have been assessed and collected by overburdened state enforcement
4 agencies.” (*Ochoa-Hernandez, supra*, 2010 WL 3570777, at *4 (citing *Arias v. Sup. Ct., supra*,
5 46 Cal.4th at p. 986).) The penalties recovered under the PAGA are, in part, to “be distributed to
6 the [LWDA] for enforcement of labor laws . . . and for education of employers and employees
7 about their rights and responsibilities under this code, to be continuously appropriated to
8 supplement and not supplant the funding to the agency for those purposes.” (Lab. Code § 2699(j).)

9 **V. THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED.**

10 **A. The Factors Giving Rise to a Presumption of Fairness Exist.**

11 A settlement agreement that is “the product of extensive and hard-fought adversarial
12 negotiations between the parties” is entitled to a presumption of fairness. (*Wershba v. Apple*
13 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.)

14 The Court should give considerable weight to the competency, experience, and opinion
15 of counsel and the involvement of a neutral mediator in assuring that the settlement is a product
16 of hard-fought negotiations that were entered without collusion. (*Kirkorian v. Borelli* (N.D. Cal.
17 1988) 695 F.Supp. 446, 451 (opinion of experienced counsel is entitled to considerable weight);
18 *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 616-617, 622 (recommendations of
19 Plaintiff’s Counsel should be given a presumption of reasonableness); see also *Satchell v. Fed.*
20 *Express Corp.* (N.D. Cal. Apr. 13, 2007) 2007 WL 1114010, at *4 (stating the “assistance of an
21 experienced mediator in the settlement process confirms that the settlement is non-collusive”).)

22 The Settlement Agreement is presumptively fair. This is because the Settlement
23 Agreement: (1) is the product of non-collusive, arm’s-length negotiations; (2) was negotiated by
24 counsel with experience in similar wage-and-hour litigation; and (3) occurred after counsel
25 engaged in thorough investigation of the strengths of this case and risks of continued litigation.

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1 **B. The Relative Strength of the PAGA Claim and Range of Possible Outcomes.**

2 Defendant maintained that it had compliant employment policies and practices throughout
3 the statutory period. If this case had not been settled, Defendant would have challenged Plaintiff's
4 standing as a PAGA Employee and denied that the other employees were aggrieved. Defendant
5 also argued that the Court was unlikely to assess cumulative penalties for the maximum number
6 of possible separate Labor Code violations because it would be unjust, arbitrary, oppressive,
7 and/or confiscatory. (See e.g. *Bernstein v. Virgin Am., Inc.* (9th Cir. 2021) 3 F.4th 1127, 1144.)
8 Defendant asserted that the PAGA penalties are not mandatory but permissive and discretionary
9 and maintained that it had a strong argument that it would be unjust to award the maximum PAGA
10 penalties. (*Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112 [reducing
11 penalties by 30% under this authority].)⁷

12 The provisions of the Labor Code triggering PAGA penalties include, but are not limited
13 to, Labor Code sections 201, 202, 203, 204, 218.5, 221, 222.5, 226(a), 226.3, 226.7, 510, 512(a),
14 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. To recover civil penalties, it must be
15 proven that the PAGA Employees suffered from the underlying Labor Code violations and that
16 Defendant's conduct gave rise to the penalties. (See e.g. *Elliot v. Spherion Pac. Work, LLC* (C.D.
17 Cal. 2008) 572 F.Supp.2d 1169, 1181-1182.)⁸

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27 ⁷ (Han Decl., *supra*, at ¶¶ 20-23.)

28 ⁸ (*Id.* at ¶ 24.)

Plaintiff alleges that the PAGA penalties could be about **\$145,700** (1,457 employees x \$100 penalty for initial violation) on the low end and around **\$1,019,900** (1,457 employees x \$100 penalty for initial violation x 7 theories of recovery) on the high end. Plaintiff recognized the risk that any PAGA award could be reduced, meaning that the Gross Settlement Amount for PAGA civil penalties was reasonable. When the PAGA penalties are negotiated in good faith and “there is no indication that [the] amount was the result of self-interest at the expense of other Class Members,” such amounts are generally considered reasonable. (*Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr. 3, 2009) No. 08-00844, 2009 U.S. Dist. LEXIS 33900 at *24; see e.g. *Nordstrom Commissions Case* (2010) 186 Cal.App.4th 576, 579 (“[T]rial court did not abuse its discretion in approving a settlement which does not allocate any damages to the PAGA claims.”).)⁹

C. The Settlement Avoids Risky, Complex, and Lengthy Litigation.

The courts favor voluntary conciliation and settlement of complex litigation. (*Class Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276.) Generally, “unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results.” (*Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. Jan. 5, 2004) 221 F.R.D. 523, 526 (citation omitted).)

The Parties utilized the pre-mediation period to investigate the veracity, strength, and scope of the PAGA claim. The Parties conducted discovery and exchanged documents and data to mediate the claims related to the Labor Code violations and relevant defenses, as well as to assess the potential value and strength of the PAGA claim. Plaintiff’s Counsel determined that pursuing a settlement was preferable to taking the uncertain and potentially risky trial route. Even if a similar settlement could have been negotiated down the line, it would have been diminished by additional costs and expenses incurred. Thus, the settlement provides immediate recovery rather than the mere possibility of recovery at an unspecified future date.¹⁰

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⁹ (Han Decl., *supra*, at ¶¶ 25-28.)

¹⁰ (Han Decl., *supra*, at ¶¶ 12-16.)

1 **D. The Settlement Is Fair, Adequate, and Reasonable.**

2 “[T]he very essence of a settlement is compromise, ‘a yielding of absolutes and an
3 abandoning of highest hopes.’” (*Officers for Justice v. Civil Serv. Comm’n* (9th Cir. 1981) 688
4 F.2d 615, 624.) “The proposed settlement is not to be judged against a hypothetical or speculative
5 measure of what might have been achieved by the negotiators.” (*Id.* at p. 625.)

6 The settlement provides a reasonable monetary benefit to the LWDA and PAGA
7 Employees. The proposed plan of allocation of the PAGA Penalties Fund to the LWDA and
8 PAGA Employees fully complies with Labor Code section 2699(i). Furthermore, Plaintiff and
9 Plaintiff’s Counsel acknowledge the expense, duration, risk, and uncertainty associated with the
10 continued proceedings required to litigate this dispute. As previously mentioned, to recover civil
11 penalties, Plaintiff would need to demonstrate that the PAGA Employees experienced the
12 underlying Labor Code violations and that Defendant’s actions resulted in the penalties. This
13 process could extend over several months or even additional years. Plaintiff and Plaintiff’s
14 Counsel have also considered Defendant’s agreement to settle in a manner that provides
15 reasonable and immediate relief. Thus, Plaintiff and Plaintiff’s Counsel concluded that the
16 settlement constitutes a fair, adequate, and reasonable resolution.¹¹

17 **E. Experience and Views of Plaintiff’s Counsel.**

18 Plaintiff’s Counsel are experienced in complex representative and class action wage-and-
19 hour litigation. Plaintiff’s Counsel believe that the benefit offered by the settlement is fair and
20 reasonable and in the best interests of the LWDA and PAGA Employees.¹²

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27 ¹¹ (Han Decl., *supra*, at ¶¶ 20-23, 37.)

28 ¹² (Han Decl., *supra*, at ¶¶ 2-8; Exhibit 1.)

1 **VI. APPROVAL OF THE PLAINTIFF’S COUNSEL FEES PAYMENT.**

2 **A. A Fee Award of a Percentage of the Entire Fund is Appropriate.**

3 The Settlement Agreement provides for the payment of Plaintiff’s Counsel Fees Payment
4 of \$192,150 (35% of the Gross Settlement Amount) to Plaintiff’s Counsel. The Plaintiff’s
5 Counsel Fees Payment is commensurate with the: (1) risks undertaken; (2) time, effort, and
6 expense dedicated; (3) skills and determination demonstrated; (4) results achieved; and (5) other
7 cases turned down (described below).

8 The propriety of calculating and awarding attorneys’ fees as a percentage of a monetary
9 fund preserved or recovered for the benefit of others has been confirmed by the California
10 Supreme Court. (*Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 486, 506.) While trial
11 courts have discretion to apply either a lodestar method or percentage of-the-fund method, the
12 California Supreme Court has taken the position that the trial courts “retain the discretion to forgo
13 a lodestar cross-check and use other means to evaluate the reasonableness of a requested
14 percentage fee[,]” and “[t]he percentage of fund method survives in California.” (*Ibid.* (internal
15 quotes omitted); see also *Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 253.)

16 The percentage fee method is preferred in representative actions because “it better
17 approximates the workings of the marketplace than the lodestar approach.” (*Lealao v. Beneficial*
18 *Cal., Inc.* (2000) 82 Cal.App.4th 19, 48.) California law provides that the award for attorneys’
19 fees should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable
20 litigation based on the result achieved and risk incurred. (*Lealao*, at pp. 47, 50; *Laffitte v. Robert*
21 *Half Int’l, Inc.*, *supra*, 1 Cal.5th at p. 503.) In cases where the agreement provides that the
22 defendant agrees to pay the attorneys a percentage of the fund created by the agreement, use of
23 that percentage method is appropriate. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at
24 p. 32.) The fees in class and representative actions should approximate the probable terms of a
25 contingent fee contract negotiated by a sophisticated attorney and client in similar litigation. (*Id.*
26 at p. 48.) “The ultimate goal ... is the award of a ‘reasonable’ fee to compensate counsel for their
27 efforts, irrespective of the method of calculation.” (*Consumer Privacy Cases* (2009) 175
28 Cal.App.4th 545, 557-558 (quotation omitted).)

1 Plaintiff's Counsel are entitled to recover reasonable attorneys' fees and costs as a matter
2 of right. (Lab. Code § 2699(g)(1).) Plaintiff's Counsel are entitled to attorneys' fees and costs
3 under Code of Civil Procedure section 1021.5 as this case is by definition "for the benefit" of
4 others and has secured monetary awards for the PAGA Employee.¹³ The payment to the LWDA
5 will benefit the agency in enforcing labor laws and educating "employers and employees about
6 their rights and responsibilities under [the Labor Code]." (Lab. Code § 2699(i).)

7 **B. The Plaintiff's Counsel Fees Payment is Reasonable Based on the Factors**
8 **Considered.**

9 The factors courts consider in determining whether fee awards are reasonable are: (1) time
10 and labor required; (2) novelty and difficulty of the questions; (3) requisite skills to perform the
11 legal services; (4) preclusion of other employment by the attorney; (5) customary fee; (6) whether
12 the fee is fixed or contingent; (7) time limitation imposed; (8) amount involved and results
13 obtained; (9) experience, reputation and ability of the attorney; (10) undesirability of the case;
14 (11) nature and length of the professional relationship; and (12) awards in similar cases. (*Camden*
15 *I Condo. Ass'n, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772.) It should be highlighted that
16 the percentage award sought is commensurate with the following factors: (1) results obtained; (2)
17 risks undertaken; (3) difficulty of this case; and (4) skills displayed and quality of work.

18 **1. *The Results Obtained***

19 The results attorneys obtain for their clients is an important factor when determining the
20 reasonability of a percentage-based fee. (*Laffitte v. Robert Half Int'l, Inc., supra*, 1 Cal.5th at p.
21 489.) Law firms that obtain exceptional results expect those results to be reflected in their fees.

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26 ¹³ (*Estrada v. FedEx Ground Package Sys. Inc.* (2007) 154 Cal.App.4th 1, 16-17
27 (recognizing that recovery obtained on behalf of 209 individual satisfies the "significant benefit,"
28 "public interest," and "large class of persons" requirements of Code of Civil Procedure section
1021.5, regardless of plaintiff's personal motivation).)

1 The results obtained herein are reasonable as Plaintiff's Counsel obtained a settlement of
2 \$549,000 without the need for extended litigation. If this case went to trial, there was no guarantee
3 that the trial would have been short or that either party would have prevailed. Even if the Parties
4 reached a similar settlement down the line, it would have been undercut by additional expenses
5 incurred. The resolution of this dispute at this stage is preferred as the Parties were moving to a
6 phase where significant time and money would inevitably have to be spent to prepare for trial.

7 By avoiding the uncertainties associated with conducting trial and Defendant's responses
8 to the allegations, Plaintiff's Counsel obtained those results more quickly and surely than if the
9 matter had been litigated to final resolution. Under the law, this factor supports the Plaintiff's
10 Counsel Fees Payment. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 51.)

11 **2. The Risks Undertaken**

12 Whether or not representation is provided on a contingency basis is an important factor:

13 A contingent fee must be higher than a fee for the same legal services paid as they
14 are performed [and] [...] compensates the lawyer not only for the legal services he
15 renders but for the loan of those services. A lawyer who both bears the risk of not
16 being paid and provides legal services is not receiving the fair market value of his
work if he is paid only for the second of these functions. If he is paid no more,
competent counsel will be reluctant to accept fee award cases.

17 (*Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823.)

18 Plaintiff executed a contingent fee agreement. This meant that no recovery would have
19 equated to no compensation for 502.7 hours of work and \$28,221.91 in litigation costs incurred.
20 Several factors also made this case difficult, thereby contributing to the risks undertaken. These
21 factors included: (1) difficulties in pinning down job responsibilities, wages paid, and meal and
22 rest breaks taken; (2) number of documents that had to be analyzed; (3) shifting wage-and-hour
23 laws; (4) drafting and propounding formal discovery requests and reviewing the responses; (v)
24 engaging in motions practice with Defendant; and (6) Defendant's initial resistance to the relief.¹⁴

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28 ¹⁴ (Han Decl., *supra*, at ¶¶ 29, 31, 32, 35.)

1 Attorneys being paid on an hourly basis as opposed to being paid on a contingent basis are
2 assuming less risks. (See e.g. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-1133.) The
3 contingent risks are a major factor when determining attorneys' fees. (See e.g. *Laffitte v. Robert*
4 *Half Int'l, Inc.*, *supra*, 1 Cal.5th at p. 504 (noting that trial court had carefully considered risks
5 and contingency involved in awarding 33 and 1/3% fee).)

6 **3. The Difficulty of the Litigation**

7 The nature of the law, factual complexities underlying the policies and practices in place,
8 and other issues made this case complex and difficult. Plaintiff's Counsel overcame these
9 obstacles by obtaining a settlement that is fair, adequate, and reasonable. Plaintiff's Counsel
10 obtaining a reasonable settlement despite these roadblocks speak volumes of their skill and
11 experience. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 42 ("special skill and
12 experience of counsel" is a relevant factor when determining fee award).)

13 Due to the difficulty of this case, Plaintiff's Counsel devoted several hours to this matter.
14 The Task & Time Chart sets forth the hours worked, allocating the total time to the tasks required
15 to conclude this lawsuit. As stated in the previous section, this was not a clear-cut case. Plaintiff's
16 Counsel had to overcome roadblocks and obstacles before they could reach the settlement, which
17 further illustrates the difficulty of this case.¹⁵

18 **4. The Skill Displayed and Quality of Work**

19 The level of skill displayed and quality of work that it produced justify the Plaintiff's
20 Counsel Fees Payment. Plaintiff's Counsel are skilled and experienced representatives and class
21 action wage-and-hour litigators, and the Task & Time Chart further demonstrates this assertion.

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28 ¹⁵ (Han Decl., *supra*, at ¶ 31; Exhibit 3.)

1 Plaintiff's Counsel used the pre-mediation time to investigate the veracity, strength, and
2 scope of the PAGA claim and to prepare for representative adjudication. This investigation
3 included: (1) engaging in case strategy and analysis; (2) drafting, reviewing, and revising
4 pleadings, formal discovery requests, motions, and mediation brief; (3) preparing for and
5 appearing at court proceedings; (4) calculating potential damages for mediation purposes; (5)
6 preparing for and attending mediation and settlement negotiations; and (6) working with
7 Defendant's counsel to draft and finalize the Settlement Agreement (and exhibit). Furthermore,
8 Plaintiff's Counsel undertook the length and arduous task of locating and interviewing putative
9 aggrieved employees to verify if the PAGA claim raised individualized issues.¹⁶

10 Plaintiff's Counsel's accumulated skill and expertise contributed to the settlement. Under
11 California law, this factor (skills displayed and quality of work) supports the Plaintiff's Counsel
12 Fees Payment. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 51.)

13 **C. The Lodestar Methodology Justifies the Plaintiff's Counsel Fees Payment.**

14 When a common fund is involved, courts may use the lodestar method. A court tasked
15 with cross-checking a percentage-based fee considers the reasonableness of the lodestar figure,
16 which is the time reasonably spent multiplied by the reasonable hourly compensation of the
17 attorneys. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 48.) The court may then adjust, increase, or
18 decrease that figure after considering factors like the novelty and complexity of the issues, skill
19 and expertise, extent the litigation precluded other employment, and risk involved. (*Id.* at p. 49.)

20 Based on the 502.7 hours worked, the base lodestar fees calculation is \$403,400, resulting
21 in a negative multiplier of 0.48 when cross-checked with the Plaintiff's Counsel Fees Payment.¹⁷

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27 ¹⁶ (Han Decl., *supra*, at ¶ 14.)

28 ¹⁷ (*Id.* at ¶¶ 32, 34.)

1 **1. Work Performed for a Reasonable Number of Hours.**

2 Counsel is entitled to compensation for every hour reasonably spent. (*Ketchum v. Moses*,
3 *supra*, 24 Cal.4th at p. 1133.) The reasonableness is assessed by “the entire course of the
4 litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the
5 trial itself[.]” (*Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.)

6 This matter required a significant amount of time and labor. The Task & Time Chart
7 evidenced the numerous tasks that were performed to obtain all the necessary information. The
8 Task & Time Chart shows that Plaintiffs’ Counsel spent a reasonable number of hours working
9 on this case, demonstrating that the application for attorneys’ fees is reasonable.¹⁸

10 The case involved gathering and analyzing data from Defendant and other sources.
11 Plaintiff’s Counsel undertook intense preparation to resolve the entire matter through mediation.
12 These preparations included locating and interviewing putative aggrieved employees, engaging
13 in formal discovery and motions practice, gathering and reviewing a myriad of documents,
14 determining the scope of the PAGA Employee, verifying the strengths of the PAGA claim, etc.

15 **2. The Hourly Rates are Reasonable.**

16 Plaintiff’s Counsel’s hourly rates are supported by the 2022 Real Rate Report that was
17 compiled by Wolters Kluwer, which surveyed the hourly rates charged in 2022 by hundreds of
18 attorneys in the State of California. The hourly rates are also in line with the Laffey Matrix.
19 Furthermore, the hourly rates are reasonable for the following reasons: (1) several courts in the
20 State of California have awarded Plaintiff’s Counsel fees at similar rates; (2) comparable hourly
21 rates for similar services have been deemed reasonable in several cases in the State of California;
22 and (3) surveys of legal rates have supported the hourly rates. This shows that the hourly rates
23 used for the lodestar calculation are well within the range of non-contingent rates charged by
24 comparable attorneys performing similar work in the State of California.¹⁹

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27 ¹⁸ (Han Decl., *supra*, at ¶ 31; Exhibit 3.)

28 ¹⁹ (*Id.* at ¶¶ 32-34; Exhibits 4, 5.)

1 The California Supreme Court has ruled that an attorney fee award that is higher than the
2 actual fees incurred is proper in contingency cases:

3 “[A] contingent fee contract, since it involves a gamble on the result, may properly
4 provide for a larger compensation than would otherwise be reasonable.” The
5 purpose of a fee enhancement, or so-called multiplier, for contingent risk is to bring
the financial incentives for attorneys ... into line with incentives they have to
undertake claims for which they are paid on a fee-for-services basis.

6 (*Ketchum v. Moses, supra*, 24 Cal.4th at p. 1132.)

7 Moreover, the California Supreme Court added:

8 The economic rationale for fee enhancement in contingency cases has been
9 explained as follows: “A contingent fee must be higher than a fee for the same legal
10 services paid as they are performed. The contingent fee compensates the lawyer not
11 only for the legal services he renders but for the loan of those services. The implicit
interest rate on such a loan is higher because the risk of default (the loss of the case,
which cancels the debt of the client to the lawyer) is much higher than that of
conventional loans.”

12 (*Ketchum v. Moses, supra*, 24 Cal.4th at pp. 1132-1133.)

13 Finally, “[F]ee enhancements are intended to compensate for the risk of loss generally in
14 contingency cases *as a class*.” (*Ketchum v. Moses, supra*, 24 Cal.4th at p. 1133.)

15 **VII. THE PLAINTIFF’S COUNSEL LITIGATION EXPENSES PAYMENT SHOULD**
16 **BE APPROVED**

17 The Settlement Agreement allows for the payment of the Plaintiff’s Counsel Litigation
18 Expenses Payment of up to \$30,000. Plaintiff’s Counsel incurred litigation costs and expenses in
19 the sum of \$28,221.91. Plaintiff’s Counsel request that the Court order the reimbursement of the
20 above-mentioned litigation costs and expenses.²⁰

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28 ²⁰ (Han Decl., *supra*, at ¶ 35; Exhibit 6.)

1 **VIII. THE SERVICE PAYMENT SHOULD BE APPROVED**

2 The Settlement Agreement provides for the payment of the Service Payment of \$10,000
3 to Plaintiff for the services and contributions on behalf of the PAGA Employee. The purpose of
4 such an award is to incentivize plaintiffs to step into the shoes of the state labor agency and
5 undertake the risks associated with initiating a lawsuit and serving in a representative capacity.
6 (*Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 726 (“service payments” compensate
7 named plaintiff “for [her] efforts in bringing the action”); *Clark v. Am. Residential Servs., LLC*
8 (2009) 175 Cal.App.4th 785, 804 (“an incentive award is appropriate ‘if it is necessary to induce
9 an individual to participate in the suit’”); accord *Ingram v. The Coca-Cola Co.* (N.D. Ga. 2001)
10 200 F.R.D. 685, 694 (internal quotation marks omitted) (“Courts routinely approve incentive
11 awards to compensate named plaintiffs for the services they provided and the risks they incurred
12 during the course of the [...] litigation.”).)

13 Plaintiff spent time and effort in locating and producing relevant documents and past
14 employment records, reviewing relevant documents, and providing the facts and evidence
15 supporting the allegations. Plaintiff was available whenever needed by Plaintiff’s Counsel and
16 actively tried to obtain and provide as much information as possible. Plaintiff spent hours
17 speaking with Plaintiff’s Counsel about the alleged violations, discussing the work experiences
18 and work environment, helping Plaintiff’s Counsel develop a strategy to obtain additional
19 documents, aiding Plaintiff’s Counsel to determine the importance of the documents produced,
20 and reviewing the operative complaint, answer, formal discovery requests and responses, and
21 Settlement Agreement (and exhibit). Plaintiff also made themselves available all day to participate
22 in and assist with mediation and settlement negotiations.²¹

23 Plaintiff was advised of and accepted the risks and sacrifices associated with serving as
24 the named plaintiff. Plaintiff is also not related to anyone associated with Plaintiff’s Counsel.
25 This is further proof that Plaintiff’s interests are not adverse to the PAGA Employees.²²

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27 ²¹ (Han Decl., *supra*, at ¶ 36; Declaration of Kimberly Simonds (“Simonds Decl.”), ¶¶ 5-8.)

28 ²² (Han Decl., *supra*, at ¶ 36; Simonds Decl., *supra*, at ¶¶ 9-12.)

1 **IX. THE ADMINISTRATION EXPENSES PAYMENT SHOULD BE APPROVED**

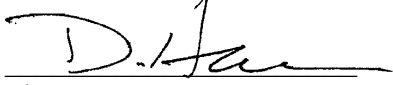
2 The Settlement Agreement provides for the payment of the Administration Expenses
3 Payment of up to \$12,000 to the Settlement Administrator. The Administration Expenses
4 Payment is intended to cover the costs incurred by the Settlement Administrator for performing
5 its duties outlined in the Settlement Agreement. Plaintiff's Counsel have previously worked with
6 the Settlement Administrator and are familiar with its superior reputation and work.

7 **X. CONCLUSION**

8 The Settlement Agreement is fair, adequate, and reasonable, as it represents a reasonable
9 compromise. Plaintiff requests that the Court approve the Settlement Agreement, including the
10 plan of allocation and distribution of the above-mentioned payments.

11 Dated: September 17, 2026

JUSTICE LAW CORPORATION

12 By: 
13 Douglas Han
14 *Attorneys for Plaintiff*

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is bitty@justicelawcorp.com

On September 17, 2026, I served the foregoing document described as

NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

for the following case: **Simonds v. Prime Healthcare Services, Inc., et al.**
LWDA/Court Case No.: **LWDA Case No.: CM- 799521-20**
Court Case No.: 20VECV01127
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

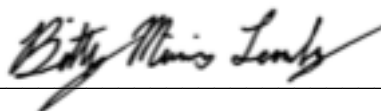
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 17, 2026, at Pasadena, California.



Bitty Minnis-Lemley