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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

JOANNE MANALO, individually, on behalf of herself and all other similarly situated employees, Plaintiff, vs. SAN JOSE, LLC, and DOES 1 to 5 Defendants.	Case No: 20CV371934 *Assigned for all Purposes to Hon. Theodore C. Zayner, Department 19* **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, AND AWARDS OF ATTORNEY'S FEES, COSTS, AND AN INCENTIVE PAYMENT** Date: April 29, 2026 Time: 1:30 p.m. Dept: 19 Complaint filed: October 23, 2020 FAC filed: April 25, 2024 Trial Date: TBD

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I. INTRODUCTION

On behalf of herself and similarly situated individuals, Plaintiff Joanne Manalo ("Plaintiff") respectfully submits this motion seeking final approval of the proposed class and representative PAGA settlement in this wage-and-hour action against Defendant San Jose, LLC and San Jose Healthcare System, L.P., dba Regional Medical Center of San Jose ("Defendant"). The Parties entered into a Joint Stipulation of Class and PAGA Action Settlement and Release of Claims ("Settlement" or "Settlement Agreement")[1], which provides for a non-reversionary common fund of $1,750,000, plus Defendant's share of payroll taxes, to resolve the claims of 1,495 participating Class Members who worked for Defendant in California as hourly, non-exempt registered nurses during the Class Period of October 22, 2019 through June 1, 2025.

On October 30, 2025, this Court granted preliminary approval of the Settlement and approved the notice process.[2] Following that order, Simpluris, Inc. mailed the Court-approved Notice to 1,495 Class Members. The Class has responded positively to the Settlement: no Class Member requested exclusion, no objections were submitted, and no disputes regarding workweeks or pay periods were received.[3] Class Members were not required to submit claim forms to participate, and all participating Class Members will automatically receive a settlement payment. The Net Settlement Amount is approximately $985,000, which will be distributed among 1,495 participating Class Members. The average net settlement share is expected to be approximately $581.51, with the highest payment estimated $1,590.89.[4]

The proposed class settlement remains fair, adequate, and reasonable and warrants final approval. When this Court granted preliminary approval, it determined that the Settlement fell within the range of possible approval, and nothing has occurred since that time to alter that

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[1] See Declaration of Alexei Kuchinsky submitted herewith, ¶ 2, Exhibit 1 (Joint Stipulation of Class and PAGA Action Settlement and Release of Claims) ("Settlement" or "Settlement Agreement"). Unless otherwise indicated, all references to "Ex." refer to the exhibits attached to the Kuchinsky Declaration.

[2] Kuchinsky Decl., ¶ 3, Ex. 2. [Order Granting Preliminary Approval of Class and PAGA Settlement].)

[3] Declaration of Alina Islas Regarding Notice and Settlement Administration ("Islas Decl."), ¶¶ 11–13.)

[4] Islas Decl., ¶14.

conclusion.[5] The Settlement is the product of informed, arm's-length negotiations conducted after nearly five years of litigation, extensive formal discovery, motion practice, expert analysis, and two mediation sessions: one before Hon. William J. Cahill (Ret.) and another before experienced wage-and-hour mediator Francis M. "Tripper" Ortman, III, Esq. The Settlement reflects the Parties' careful evaluation of the strengths and risks of Plaintiff's claims and provides substantial relief to the Class while avoiding the uncertainty, delay, and expense of continued litigation.

In addition, the Settlement provides for resolution of Plaintiff's representative claims under the Private Attorneys General Act of 2004 ("PAGA") through a $50,000 PAGA allocation, of which 75 percent ($37,500) will be paid to the California Labor and Workforce Development Agency ("LWDA") and 25 percent ($12,500) will be distributed to Aggrieved Employees in proportion to their qualifying pay periods.[6]

Accordingly, Plaintiff respectfully requests that the Court enter an order: (1) granting final approval of the Settlement Agreement; (2) finally certifying the Settlement Class for settlement purposes; (3) approving the PAGA settlement and release; (4) awarding attorneys' fees, litigation costs, settlement administration costs, and the requested Class Representative Incentive Award/General Release Payment in the amounts set forth in Plaintiff's concurrently filed motions and supporting declarations; and (5) directing the Settlement Administrator to distribute the settlement funds in accordance with the terms of the Settlement.

II. SUMMARY OF PROCEDURAL BACKGROUND AND CLAIMS

A. Nature of the Action

On October 23, 2020, Plaintiff filed the initial complaint in this action in Santa Clara County Superior Court and the operative First Amended Complaint on April 25, 2024. Plaintiff brought the action on behalf of herself and a putative class of current and former hourly, non-

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[5] Kuchinsky Decl., ¶ 3, Ex. 2

[6] Ex. 1 at §§ I.AA, III.M.5; see also §§ I.Z, I.BB, I.CC. See Lab. Code § 2699(l)(2).

exempt registered nurses who worked for Defendant in California on and after October 22, 2019. Plaintiff alleged that Defendant failed to provide meal periods and rest breaks and properly pay premiums, pay regular and overtime wages for all work performed, pay all wages owed upon separation of employment, and provide accurate itemized wage statements. Plaintiff asserted that Defendant's practices and policies violated Labor Code §§ 201-203, 226, 226.7, 510, 512, 1194 and related provisions of Wage Order 5 and alleged related representative PAGA claims.[7]

Defendant denies all allegations. To date, no class has been certified, and the Court has made no findings that Defendant engaged in any wrongdoing or violated any law.

B. Highly Contested Litigation and Extensive Discovery

This action was vigorously litigated for nearly five years by experienced counsel on both sides, including the highly adversarial wage-and-hour defense firm Sheppard Mullin Richter & Hampton LLP. The Parties engaged in extensive written discovery, expert analysis of class data, and substantial factual investigation, including interviews of hundreds of putative class members. The Parties collectively took and defended over 40 depositions, and the litigation involved approximately six substantive motions, including discovery motion and contested class certification briefing. The Parties also participated in two full-day mediations before ultimately resolving the matter. The full scope of the work performed by Class Counsel is described in greater detail below and in the supporting declarations of Grover, Kuchinsky, and Klein.[8]

C. Mediation

The Parties also engaged in multiple mediation efforts before reaching the Settlement. On September 7, 2023, the Parties participated in a full-day mediation before Hon. William J. Cahill (Ret.), which was unsuccessful. After nearly two additional years of litigation, the Parties participated in a second all-day mediation on February 11, 2025 before experienced wage-and-hour mediator Francis M. "Tripper" Ortman, III, Esq. This second mediation occurred shortly

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[7] Kuchinsky Decl., ¶¶ 5-6; Ex. 3 (First Amended Complaint ("FAC")).

[8] Grover Decl., ¶¶ 5-7; Kuchinsky Decl., ¶¶ 29-32; Klein Decl., ¶¶ 6-7.

before the Court was scheduled to rule on the Parties' class certification motions and ultimately resulted in the Settlement.[9] All terms of the Parties' settlement are set forth in the Stipulation.[10]

III. NOTICE OF THE PAGA SETTLEMENT TO THE LWDA.

Because the Parties have agreed to settle the PAGA claims, all moving papers, including those for preliminary and final approval, the proposed settlement, and the hearing dates, were submitted to the LWDA.[11]

IV. TERMS OF THE PROPOSED SETTLEMENT AGREEMENT

A. The Settlement Class and Aggrieved Employees

For settlement purposes, the Settlement Class consists of "all current and former hourly, non-exempt registered nurses who worked for Defendants in California during the Class Period, defined as October 22, 2019 through June 1, 2025.12 These individuals are referred to herein as "Class Members."

For the PAGA claims, the Settlement defines "Aggrieved Employees" as all current and former non-exempt registered nurses who worked for Defendants in California during the PAGA Period, which is the same period (October 22, 2019 through June 1, 2025).[13]

B. Settlement Sum

Defendant has agreed to pay a Maximum Settlement Amount of $1,750,000, which includes all payments to Settlement Class Members, settlement administration costs, attorneys' fees and litigation expenses, the PAGA Payment, and the Class Representative Incentive Award.[14] The Maximum Settlement Amount is non-reversionary, and Defendant will also pay its

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[9] *Id.*

[10] Kuchinsky Decl. at ¶ 2; *see generally*, Ex. 1.

[11] *See* Declaration of Robert Spencer filed with Plaintiff's motion for preliminary approval, Kuchinsky Decl. at ¶ 7;

[12] Ex. 1, §§ I.H, § I.I;

[13] Ex. 1, §§ I.C;

[14] Ex. 1, §§ I.W, III.M.

share of employer payroll taxes separately, in addition to the settlement fund.[15]

C. Distribution of the Net Class Settlement Fund and Residual Funds

The Net Settlement Amount will be distributed pro rata to Participating Class Members based on each Class Member's number of Qualified Workweeks in relation to the total Qualified Workweeks worked by all Participating Class Members during the Class Period.[16] Settlement Class Members are not required to submit a claim form to receive a payment; Individual Settlement Payments will be automatically calculated and distributed by the Settlement Administrator.[17] Settlement checks will remain valid for 120 days from the date of issuance. Any funds from uncashed checks after the check-void date will be distributed *cy pres* to Legal Aid at Work, a nonprofit organization providing pro bono representation in matters including workers' rights.[18]

D. Attorneys' Fees, Costs, and Class Representative Incentive Award

Subject to the Court's approval at the Final Approval Hearing, Plaintiff may apply for an award of attorneys' fees not to exceed thirty-five percent (35%) of the Maximum Settlement Amount, plus litigation costs not to exceed $70,000, and a Class Representative Incentive Award of up to $20,000.[19] Any portion of the requested attorneys' fees, costs, or incentive award that the Court declines to approve will revert to the Net Settlement Amount for distribution to the Settlement Class.[20]

E. Settlement Administration

The Parties mutually selected Simpluris, Inc. as the Settlement Administrator. Simpluris has estimated the cost of administering the settlement to be $12,500.[21]

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[15] Ex. 1, § III.M.2(c).
[16] Ex. 1, § III.M.2(a); see also § I.FF.
[17] Ex. 1, § III.M.2.
[18] Ex. 1, § III.M.5.
[19] Ex. 1, § III.M.3–4.
[20] Ex. 1, §§ III.M.3(d), III.M.4(c).
[21] Ex. 1, § III.M.; Kuchinsky Decl., ¶¶ 49-50, Ex. 5, Islas Decl., ¶16.

F. PAGA Civil Penalties

The Settlement allocates $50,000 of the Maximum Settlement Amount to resolve civil penalties under PAGA. Of this amount, 75%[22] ($37,500) will be paid to the LWDA, and 25% ($12,500) will be distributed pro rata to all Aggrieved Employees based on the number of Qualified Pay Periods worked during the PAGA Period, regardless of whether they opt out of the class portion of the Settlement.[23]

G. Scope of the Release for Settlement Class Members and PAGA Release

The Settlement includes a narrowly tailored release limited to the claims alleged in the operative complaint and any related claims arising from the same factual allegations during the Class Period.[24]

The Settlement also provides a separate PAGA release under which Plaintiff, acting as a representative of the LWDA, releases the Released Parties from all claims for PAGA civil penalties, attorneys' fees, and costs based on the allegations in the operative complaint during the PAGA Period.[25]

H. Tax Treatment

The Settlement provides that Individual Settlement Payments will be allocated two-thirds (2/3) as wages and one-third (1/3) as statutory penalties and interest, while Individual PAGA Payments will be treated as 100% statutory penalties. Defendant will pay the employer's share of payroll taxes in addition to the Maximum Settlement Amount, and the Settlement Administrator will issue appropriate IRS Forms W-2 and 1099 as required.[26]

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[22] Because Plaintiff submitted the PAGA notice on July 21, 2020, the 75%/25% allocation applies; the 2024 amendment (65%/35%) applies only to notices filed on or after June 19, 2024 and is not retroactive.

[23] Ex. 1, §§ I.C, III.M.5.

[24] Ex. 1, § III.B.

[25] Ex. 1, § III.D.

[26] Ex. 1, § III.M.2(c).

V. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE AND NO CLASS MEMBER OBJECTED

The form and method of notice satisfied the requirements of California Rules of Court, rules 3.766(d) and 3.769(f). The Notice explained Plaintiff's allegations and Defendant's denials, described the procedures for opting out or objecting, advised Class Members that any judgment would bind those who did not opt out, and informed them of their right to appear through their own counsel and object at the Final Approval Hearing.[27] Accordingly, the Notice constituted the best practicable notice under the circumstances.[28]

On December 5, 2025, the Court-appointed Settlement Administrator, Simpluris, Inc., mailed the Court-approved Notice via First-Class Mail to 1,495 Class Members using the class list provided by Defendant. Prior to mailing, Simpluris updated addresses through the National Change of Address ("NCOA") database to improve delivery accuracy.[29]

Fifty-six notices were initially returned as undeliverable. After skip-trace searches and re-mailing, ten were successfully re-mailed, and forty-six ultimately remained undeliverable.[30]

The deadline for Class Members to submit objections, disputes, or requests for exclusion was February 3, 2026. As of the report date, the Settlement Administrator received no objections, no opt-outs, and no disputes.[31]

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[27] Islas Decl., ¶¶ 5–9, Ex. A.

[28] See, *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985) (provision of "best notice practicable" with description of the litigation and explanation of opt-out rights satisfies due process); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974) (individual notice must be sent to class members who can be identified through reasonable means); *Mullane v. Central Hanover Bank & Trust* Co., 339 U.S. 306, 314 (1950) (best practicable notice is that which is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections").

[29] Islas Decl., ¶ 7.

[30] *Id*.

[31] *Id.* ¶¶ 10–13.

VI. ARGUMENT

A. The Settlement Class Continues to Satisfy the Requirements of Section 382

Final conditional certification[32] of the class is appropriate. The Court has already conditionally certified the Settlement Class for settlement purposes.[33] No subsequent events have cast doubt on that determination. Accordingly, the Court should confirm its prior conditional certification for settlement purposes only.

B. The Proposed Settlement is Fair and Merits Final Approval

Court approval is required for any settlement of a class action.[34] Trial courts have broad powers and discretion to determine whether proposed class settlements should be approved.[35] The ultimate test for final court approval of a class settlement is whether the agreement "is fair, reasonable, and adequate."[36] In this regard, in *Kullar v. Foot Locker Retail, Inc*., 168 Cal. App. 4th 116, 128 (2008), the court laid out several factors that should be analyzed in determining whether a class action settlement should be approved:

> (1) the strength of plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement.

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[32] Class certification is appropriate when (1) the class is ascertainable and (2) there is a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented. (*Sav-On [full cite here]*, 34 Cal. 4th at 326; *Linder v. Thrifty Oil Co*., 23 Cal. 4th 429,435 (2000).) The "community of interest" element embodies three factors: (1) predominant common questions of law or fact; (2) a class representative with claims or defenses typical of the class; and (3) a class representative who can adequately represent the class. (*Sav-On*, 34 Cal. 4th at 326.) Finally, the court must determine that a class action proceeding is the superior means of fair and efficient adjudication of the litigation. (*Id*.; *Dunk v. Ford Motor Co*., 48 Cal. App. 4th 1794, 1806 (1996).)

[33] Ex. 2.

[34] *See* Cal. R. Court 3.769; *In re Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117–18 (2009).

[35] *7-Eleven Owners for Fair Franchising v. Southland Corp*., 85 Cal. App. 4th 1135, 1146 (2000); *Dunk v. Ford Motor Co*., 48 Cal. App. 4th 1794, 1801 (1996); *Mallick v. Superior Court,* 89 Cal. App. 3d 434, 438 (1979).

[36] *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 245 (2001).

The law favors class action settlements.[37] As with any settlement, the Court must be mindful in conducting its inquiry that "[s]ettlement is a compromise, which balances the possible recovery against the risks inherent in litigating further."[38]

Here for the reasons discussed below and in the declarations of Class Counsel, the proposed settlement is fair, reasonable, and adequate in light of the risks of further litigation.[39]

1. The Settlement is Presumed to Be Fair

The Court should begin its analysis with the presumption that the settlement is fair and should be approved:

> [A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.[40]

Each of these factors supports approval here. The Settlement was the product of extensive arm's-length negotiations between experienced counsel following nearly five years of contested litigation.[41] As discussed above, the case involved significant motion practice, discovery disputes, and the full briefing of competing motions regarding class certification. The Parties also participated in two mediation sessions with experienced mediators, including Hon. William J. Cahill (Ret.) and Francis M. "Tripper" Ortman, III, Esq., before ultimately reaching the Settlement.[42]

The Parties also conducted substantial investigation and discovery sufficient to evaluate

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[37] *Potter v. Pacific Coast Lumber Co.*, 637 Cal. 2d 592, 602 (1951); *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976).

[38] *In re TD Ameritrade Account Holder Litig.*, No. C 07-2852 SBA, 2011 WL 4079226, at *5 (N.D. Cal. Sept. 13, 2011).

[39] Grover Decl., ¶ 5; Kuchinsky Decl., ¶¶ 16-17.

[40] *Dunk*, 48 Cal. App. 4th at 1802; *7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at 1146; *accord*, *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980); *In re Wash. Pub Power Supply*, 720 F. Supp. at 1387.

[41] Kuchinsky Decl., ¶ 16;

[42] Kuchinsky Decl., ¶¶ 29-32.

the claims and defenses. Plaintiff's counsel analyzed a large representative sample of employees' payroll and timekeeping records, representing approximately 28% of the putative class, and retained an expert to evaluate potential violations.[43] This analysis included examining work shifts, workweeks, and pay periods, identifying missed meal and rest breaks, evaluating potential overtime violations, and reviewing relevant employment policies and personnel records.[44]

Moreover, the Settlement was negotiated by experienced wage-and-hour class action counsel on both sides and followed years of adversarial litigation. Finally, no Class Member objected to the Settlement or requested exclusion[45], further confirming that the Settlement is fair, reasonable, and adequate.

Taken together, these factors strongly support applying the presumption of fairness and granting final approval of the Settlement.

2. The Strength of Plaintiff's Case Against the Risk of Further Litigation

As discussed in Plaintiff's Motion for Preliminary Approval and the declaration of Eric Grover[46], both sides advanced substantial factual and legal arguments, making settlement the most practical resolution of this action. Defendant denies all liability and contends that its policies complied with California wage-and-hour law.

Plaintiff's damages analysis shows that Defendant's maximum theoretical exposure exceeds $27 million in class damages alone and more than $52 million when waiting time and PAGA penalties are included.[47] These estimates were derived using assumptions based on Defendant's payroll and timekeeping data, including approximately 1,495 Class Members, 150,000 workweeks, 495,271 shifts worked, an average hourly rate of $88, and approximately

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[43] *Id.*, ¶ 32.

[44] *Id.*, ¶ 32.

[45] Islas Decl., ¶¶ 10-13.

[46] Declaration of Eric A. Grover in Support of Plaintiff's Motion for Preliminary Approval ("Grover Prelim. Decl.") ¶¶ 15-39.

[47] Grover Prelim. Decl., ¶ 16.

80,500 pay periods during the liability period.[48]

Although the monetary valuation and damage models were addressed in detail in Plaintiff's motion for preliminary approval, the key litigation risks are summarized below:

Off-the-Clock Work. Plaintiff estimates approximately $10.7 million assuming 10 minutes of unpaid work per shift.[49] Defendant disputes that any uncompensated work occurred and argues that individualized inquiries would be required due to variations in roles, departments, and timekeeping practices.[50]

Meal Period Premiums. Plaintiff estimates approximately $4.1 million based on a 10% violation rate.[51] Defendant contends its policies were compliant, that substantial premiums were already paid, and that any missed breaks were voluntary or subject to lawful waivers, requiring individualized analysis.[52]

Rest Break Premiums. Plaintiff estimates approximately $4.1 million.[53] Defendant denies liability, citing compliant policies, premium payments, and variability in working conditions that would require individualized determinations.[54]

Wage Statement Penalties. Plaintiff estimates potential wage-statement penalties of approximately $8,050,000.[55] Defendant disputes any violation and argues that Plaintiff cannot establish "knowing and intentional" conduct, and that a good-faith defense may limit or preclude recovery.[56]

Waiting Time Penalties. Plaintiff estimates potential waiting-time penalties of

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[48] Grover Prelim. Decl., ¶ 16.
[49] *Id.*
[50] Kuchinsky Decl. ¶ 20.
[51] Grover Prelim. Decl., ¶ 16.
[52] Kuchinsky Decl. ¶ 21.
[53] Grover Prelim. Decl., ¶ 16.
[54] Kuchinsky Decl. ¶ 22.
[55] Grover Prelim. Decl., ¶ 16.
[56] Kuchinsky Decl. ¶ 23; See *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal.5th 93 (2022).

approximately $17,529,600.[57] Defendant contends no willful violation occurred and relies on a good-faith defense, which may bar recovery even if underlying violations are proven.[58]

3. Expense, Complexity, and Delay of Further Litigation Support Final Approval

As a class action, this case presents a significant risk of lengthy and expensive litigation. Prior to settlement, the Parties had fully briefed the competing Plaintiff's motion for class certification and Defendant's motion to deny certification.[59] The hearing on those motions was pending before the Court. Thus, whether this action could proceed on a class-wide basis remained uncertain.

Defendant strongly contends that the claims are not appropriate for class treatment under Code of Civil Procedure section 382, except for settlement purposes. Defendant argues that the experiences of registered nurses varied widely depending on factors such as department, supervisor, shift length, staffing levels, and patient acuity, requiring individualized inquiries to determine whether any nurse missed a meal or rest period or performed uncompensated work.[60] These risks are particularly significant in light of the recent California Court of Appeal decision in *Allison v. Dignity Health*, 112 Cal. App. 5th 192 (Cal. Ct. App. 2025), which affirmed decertification of a class of registered nurses asserting meal and rest break claims. In *Allison*, the court found that survey and anecdotal evidence of voluntary meal period waivers undermined class-wide proof of liability. The case involved similar nurse meal and rest break claims and was defended by the same firm representing Defendant here.

In addition to the certification risks, there are also significant collectability and recovery risks associated with continued litigation. During the pendency of this action, Defendant sold the hospital at issue, and as of April 1, 2025, the County of Santa Clara assumed ownership and

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[57] Grover Prelim. Decl., ¶ 16.
[58] Kuchinsky Decl. ¶ 24.
[59] Kuchinsky Decl. ¶ 25.
[60] *Id*., ¶ 26.

operation of Regional Medical Center as part of Santa Clara Valley Healthcare.[61] As a result, Defendant no longer operates the hospital and no longer employs the Plaintiff or the putative class members. This change in ownership raises a meaningful risk that, even if Plaintiff ultimately prevailed after years of further litigation, the ability to recover a judgment from Defendant could be significantly diminished.

4. The Settlement Amount Will Fairly and Adequately Compensate the Class

The Court previously determined that the proposed $1,750,000 settlement fell within the range of reasonableness when it granted preliminary approval.[62] The Settlement provides substantial relief to Class Members, many of whom likely would not have pursued individual claims. As explained in Plaintiff's Motion for Preliminary Approval, Plaintiff's damages analysis estimates that Defendant's maximum theoretical exposure exceeds $27 million in class damages alone and more than $52 million when waiting time and PAGA penalties are included.[63] Against this backdrop of significant litigation risk, the $1,750,000 non-reversionary settlement provides meaningful and immediate relief to the Class.

After deductions for attorney's fees, costs, the service award, administration expenses, and the LWDA's share of PAGA penalties, the Net Settlement Amount is estimated at approximately $985,000 for distribution to 1,495 participating Class Members, with an average payment of $581.51 and a highest estimated payment of $1,590.89.[64]

C. The Settlement of PAGA Penalties Is Reasonable

The settlement of a PAGA claim requires court approval.[65] In evaluating a proposed PAGA settlement, courts must determine whether it is "fair, reasonable, and adequate" in light of PAGA's statutory purposes: remediating current labor code violations, deterring future

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[61] *Id.*, ¶ 27.

[62] Ex. 2.

[63] Grover Prelim. Decl. ¶ 16.

[64] Islas Decl., ¶ 14.

[65] Cal. Lab. Code § 2699(l).

violations, and maximizing enforcement of state labor laws.[66]

Before *Moniz*, courts frequently applied federal law to evaluate PAGA settlements, recognizing that even modest civil penalty allocations could satisfy PAGA's objectives if the broader class relief was meaningful. For example, in *O'Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134–35 (N.D. Cal. 2016), the court noted that meaningful class compensation may serve both remedial and deterrent functions under PAGA. Likewise, *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869, at *9 (N.D. Cal. Oct. 11, 2016), approved a small PAGA allocation where the class recovery advanced the statute's broader policy goals. *Moniz* affirmed that this analytical framework is consistent with California law.

Here, the proposed PAGA Settlement is "genuine, meaningful, and reasonable in light of the statute's purposes."[67] First, the $1,750,000 common fund provides meaningful compensation to class members for alleged wage-and-hour violations, including meal and rest period violations, unpaid overtime, and related penalties. Second, it achieves deterrence. While $1,750,000 is less than the full measure of potential exposure, it imposes a substantial financial consequence on Defendants and sends a clear message regarding the importance of compliance with California labor laws. Third, the settlement promotes enforcement by resolving systemic violations and incentivizing ongoing compliance with wage-and-hour standards.

Of the Maximum Settlement Amount, $50,000 is allocated to civil penalties under the PAGA, of which 75% ($37,500) will be paid to the LWDA and 25% ($12,500) will be distributed to Aggrieved Employees who worked during the PAGA Period. While the PAGA allocation represents a relatively small portion of the overall settlement fund, the settlement as a whole advances PAGA's purpose of enforcing California's Labor Code and deterring future violations.

Importantly, the LWDA has not objected to or commented on the proposed settlement.

[66] *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56, 60, 77 (2021).
[67] *Moniz,* Cal. App. 5th 56, 60, 77 (2021).

Pursuant to Labor Code section 2699(l)(3), Plaintiff's Counsel provided the LWDA with the proposed PAGA settlement and notice of the approval hearing on both September 29, 2025[68], and again on April 6, 2026.[69] As of the filing of this Motion, no response has been received from the LWDA. The absence of objection supports the reasonableness of the PAGA resolution.

D. The Class Representative Incentive Award Should Be Approved

Class Counsel respectfully requests that the Court approve an incentive award of $20,000 to Plaintiff Manalo in recognition of her extraordinary efforts and the significant personal and professional risks she undertook on behalf of the Class. While service awards commonly range from $5,000 to $10,000, a higher award is warranted here. Ms. Manalo devoted over 100 hours assisting counsel over nearly five years of litigation, and she prosecuted this case while still employed by Defendant, ultimately resigning due to the stress of suing her employer.

Specifically, Ms. Manalo first contacted counsel in 2020 regarding meal break concerns and has remained actively involved throughout the litigation[70]. She participated in numerous in-person meetings, exchanged hundreds of emails, and took part in more than twenty Zoom or telephonic conferences, each lasting 30 minutes to two hours. She gathered and produced employment records, reviewed Defendant's policies and practices, and helped counsel understand Regional Medical Center's timekeeping and payroll systems.[71]

Ms. Manalo also coordinated with current and former employees, assisted counsel in obtaining contact information, and facilitated communication with class members whose declarations supported class certification.[72]

Ms. Manalo sat for a full-day deposition of her own and attended the full-day deposition of Regional's Director of Emergency Services, assisting counsel during that testimony. She also

[68] *See* Declaration of Robert Spencer filed with Plaintiff's motion for preliminary approval.

[69] Kuchinsky Decl. ¶ 8.

[70] Declaration of Joanne Manalo ("Manalo Decl."), ¶ 7.

[71] *Id.*

[72] *Id.,* ¶ 10.

participated in two full-day mediation sessions, remaining available throughout to answer factual questions and provide context regarding workplace practices.[73]

Most significantly, *Ms. Manalo lost her job as a result of serving as the class representative.* When this lawsuit was filed, she was still employed by Defendant as a registered nurse earning over $80 per hour and continued working there for nearly a year while actively prosecuting the litigation. Bringing a class action against one's own employer while continuing to work under the same management is an unusually difficult and stressful situation.[74] The pressure of litigating against her employer while continuing to work there ultimately became overwhelming, and Ms. Manalo resigned from her position in September 2021. In doing so, she walked away from a highly compensated position in order to continue pursuing this case.

Ms. Manalo also faces ongoing career consequences. Defendant's parent company, HCA, is one of the largest healthcare employers in the United States. Because she served as the named plaintiff in this litigation, Ms. Manalo reasonably understands that employment opportunities with HCA and its affiliates are effectively foreclosed, closing the door to numerous positions in her field.[75]

These are real and continuing professional risks that many employees are unwilling to assume. Because of these unusual circumstances, including job loss and over five years of substantial involvement, Ms. Manalo deserves an above-standard service award.

E. Attorneys' Fees are Reasonable, Fair, and Appropriate

The Settlement Agreement authorizes Class Counsel to seek attorneys' fees of up to thirty-five percent (35%) of the $1,750,000 Settlement Fund, or $612,500. This request falls within the range approved by California courts in wage-and-hour class actions.

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[73] *Id.,* ¶ 11.
[74] Manalo Decl., ¶ 15.
[75] *Id.,* ¶ 16.

1. The Recovery of Reasonable Attorneys' Fees and Costs are Authorized Under Labor Code Sections 1194, 226, and 2699(G)(1).

California law authorizes recovery of attorneys' fees for several Labor Code violations alleged here, including unpaid overtime, inaccurate wage statements and PAGA penalties.[76] Although Labor Code section 226.7 does not contain a standalone fee provision, courts have held that meal and rest break premiums constitute wages, allowing recovery of fees under Labor Code section 218.5.[77]

2. The Requested 35% Fee Award Is Consistent with California Law and the Legal Marketplace

The California Supreme Court recognized that the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share."[78]

In the legal marketplace, contingency fee contracts typically call for a fee ranging from 25% to 40% of the total recovery.[79] Accordingly, percentage-based fee awards in common fund cases are designed to mirror the fee structure that plaintiffs would ordinarily pay if they retained counsel individually.[80] Historically, courts have approved fee awards of up to fifty percent (50%)

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[76] Cal. Lab. Code §§ 1194, 226(e)(1), 2699(g)(1).

[77] *Betancourt v. OS Restaurant Services, LLC* (2022) 83 Cal.App.5th 132, 140, citing *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal.5th 93 (2022).

[78] *City & Cty. of S.F. v. Sweet*, 12 Cal. 4th 105, 110 (1995) *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal. 5th 480 (2016). In *Laffitte*, the Court reaffirmed California's public policy of explicitly approving calculation of attorney fees based on the "percentage of fund method." (*Laffitte,* 1 Cal. 5th 480.) The Court explained that "the percentage method is generally favored in common fund cases because it allows courts to award fees from the fund in a manner that rewards counsel for success and penalizes it for failure." (*Id.* at 493 quoting *In re Rite Aid Corp. Securities Litig*., 396 F.3d 294, 300 (3d Cir. 2005)).

[79] *See* Alba Conte, *Attorney Fee Awards* § 2:8 (3rd ed. 2013); s*ee also Chavez v. Netflix, In*c., 162 Cal. App. 4th 43, 66 n.11 (2008); *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 558 (2009) ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.")

[80] *See Vizcaino v. Microsoft Corp.* (W.D. Wash. 2001) 142 F. Supp. 2d 1299, 1304, aff'd, 290 F.3d 1043 (9th Cir. 2002).

of the settlement fund, depending on the circumstances of the case.[81] Consistent with these principles, California trial courts across the state routinely approve fee awards of more than 33% in wage-and-hour class action settlements.[82]

Here, Class Counsel litigated this matter on a pure contingency basis, advanced significant time and resources, and achieved a substantial recovery for the Class. The requested 35% fee award therefore falls squarely within the range routinely approved by California courts and reflects the prevailing market rate for contingency representation in complex wage-and-hour litigation.

3. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee Award.

If the Court elects to perform a lodestar cross-check, it will confirm the reasonableness of Class Counsel's requested fee.[83] Class Counsel from three firms (*i.e.*, Kuchinsky Law Office, P.C., Keller Grover LLP, and Klein Law Group, P.C.) collectively devoted approximately 2,261.85 hours to prosecuting and resolving this action, resulting in a combined lodestar of

[81] *See* Conte & Newberg, Newberg on Class Actions § 14:03 (4th ed. 2002); *see also In re Ampicillin Antitrust Litig*. (D.D.C. 1981) 526 F. Supp. 494 (awarding attorneys' fees of approximately 45% of a $7.3 million settlement); *Beech Cinema, Inc. v. Twentieth Century–Fox Film Corp*. (S.D.N.Y. 1979) 480 F. Supp. 1195 (approving attorneys' fees of approximately 53% of the settlement fund). California courts likewise recognize that fee awards in common fund class actions frequently average around one-third of the recovery. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (noting that contingency fees in the class action marketplace typically range around one third); *see also Laffitte*, 1 Cal.5th at 488, 506 (affirming a fee award of one-third of a $19 million common fund).

[82] *See, e.g.*, *Toribio v. ITT Aero. Controls LLC* (Super. Ct. L.A. County, Jan. 13, 2022, Case No. 19STCV17469) (approving attorneys' fees of $1,225,000, representing 35% of a $3,500,000 settlement fund); *Hoshaw v. Sutherland Healthcare Solutions* (Super. Ct. L.A. County, June 15, 2021, Case No. 19STCV33165) (approving 35% of the common fund); *Vazquez v. MC Elecs*. (Super. Ct. Sacramento County, July 30, 2020, Case No. 34-2017-00220907-CU-OE-GDS) (approving 35% of the common fund); *Cooke v. TCAG Inc.* (Super. Ct. San Diego County, Feb. 7, 2020, Case No. 37-2019-00007778-CU-OE-NC) (approving 35% of common fund); *Arteaga v. Demolition Specialist* (Super. Ct. Riverside County, Aug. 14, 2023, Case No. RIC2001133) (approving 35% of common fund); *Ammari Elecs v. Pac. Bell Directory* (Super. Ct. Alameda County, Jan. 5, 2014, Case Nos. RG05198014 & RG05220096) 2014 Cal. Super. LEXIS 3093 (approving attorneys' fees amounting to 43.67% of common fund).

[83] While the percentage-of-fund approach is endorsed as a better approximation of the workings of the marketplace than the lodestar approach, trial courts "retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee." (*Laffitte,* 1 Cal. 5th at 575.)

$1,607,511.00. Based on this lodestar, the requested fee of $612,500.00 represents a multiplier of 0.38, which is below the 2-4 range commonly approved by California courts in complex class actions.

California's lodestar/multiplier method is a two-step process.[84] The first step in the lodestar analysis is calculating a lodestar amount by multiplying the number of hours reasonably expended by the reasonable hourly rate.[85] The reasonable-hours component properly includes time expended in pre-litigation activities (client interviews, fact and legal investigation, development of litigation strategy, and drafting of pleadings), the litigation itself, and the application for a fee award.[86] The reasonable hourly rate is determined by reference to the prevailing market rate, in the relevant legal market, for attorneys of comparable experience, expertise, and skill in comparably complex work.[87]

i. *Hours Expended*

To date, Class Counsel have collectively devoted approximately 2,261.85 hours prosecuting this action on behalf of the performing necessary work on behalf of the Class Members Class (1,086.40 hours by Kuchinsky Law Office, P.C.; 1,109.90 hours by Keller Grover LLP; and 65.55 hours by Klein Law Group).[88]

As detailed in the supporting declarations, this action was vigorously litigated for nearly five years and involved substantial work by Class Counsel.[89] The Parties engaged in significant written discovery. Plaintiff propounded four rounds of written discovery and participated in numerous meet-and-confer sessions and multiple informal discovery conferences.[90]

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[84] *In re Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556–57 (2009).

[85] *Serrano v. Priest*, 20 Cal. 3d 25, 48 (1977) (*Serrano III*).

[86] *See Serrano v. Unruh*, 32 Cal. 3d 621, 635, 637 (1982).

[87] *Children's Hosp. & Med. Ctr. v. Bonte*, 97 Cal. App. 4th 740, 783 (2002); *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084 (2000); *Margolin v. Reg'l Planning Comm'n*, 134 Cal. App. 3d 999, 1003 (1982) (stating that rates in comparable litigation are relevant in finding reasonableness).

[88] Kuchinsky Decl., ¶¶ 33-39; Grover Decl., ¶¶ 8-13; Klein Decl., ¶¶ 6-7.

[89] *Id.,* ¶ 37.

[90] Kuchinsky Decl., ¶¶ 29-32.

Discovery also included substantial oral testimony. The Parties collectively took and defended more than forty depositions, including depositions of nurses, Defendant's persons most qualified, supervisors, and management personnel.[91]

Class Counsel also worked closely with an expert to analyze class data covering more than 100,000 work shifts to evaluate potential meal period, rest break, and wage violations. In addition, Class Counsel conducted a substantial factual investigation by contacting and interviewing hundreds of putative class members, including calling more than 400 registered nurses to investigate the claims and gather evidence relevant to class certification.[92]

The litigation also involved substantial contested motion practice. Plaintiff successfully litigated a motion to compel concerning Defendant's electronically stored information and defended against Defendant's opposition to Plaintiff's motion to amend the complaint to add waiting time penalties. The Parties further vigorously litigated class certification, with Plaintiff filing a Motion for Class Certification on June 5, 2024, and Defendant filing a Motion to Deny Class Certification; both motions were fully briefed and set for hearing. In addition, Class Counsel prepared and filed motions for preliminary and final approval of the settlement. In total, the case involved approximately six substantive motions[93].

The Parties also engaged in extensive settlement negotiations. Resolution required significant preparation with the expert and participation in two full-day mediations with experienced wage-and-hour mediators before the matter was ultimately resolved.[94]

The lodestar incurred by Class Counsel is summarized by firm in the table below and further detailed in the declarations[95] of counsel submitted in support of this motion.

Firm	**Hours**	**Lodestar**	**Litigation Cost**

[91] Kuchinsky Decl., ¶ 30.
[92] *Id.*
[93] *Id.,* ¶ 31.
[94] *Id.,* ¶ 31.
[95] *Id.,* ¶ 40.; Grover Decl., ¶ 8; Klein Decl., ¶ 6.

Kuchinsky Law Office, P.C.	1,086.40	$627,551.00	$37,175.34
Keller Grover LLP	1,109.90	$927,520.00	$12,336.23
Klein Law Group P.C.	65.55	$52,440.00	$5,000.00
Total	**2,261.85**	**$1,607,511.00**	**$54,511.57**

ii. *Class Counsel's Hourly Rates Are Reasonable and Are in Line with Prevailing Rates*

To determine the hourly rates that are reasonable, courts look at the pertinent geographic areas of practice[96], as well as the rate for attorneys with comparable experience, expertise, and skill. Here, Class Counsel's lodestar reflects reasonable hourly rates consistent with the Bay Area market for complex wage-and-hour class actions,[97] as summarized in the table below.

Attorney / Staff	Position	Years in Practice	Hourly Rate
Eric Grover	Partner	38 Years	$1,075
William P. Klein	Partner	35 Years	$800
Alexei Kuchinsky	Partner	15 Years	$700
David M. Watson	Senior Associate	24 Years	$800
Jeanne Floresca	Paralegal	7 Years	$200

[96] *PLCM Grp. v. Drexler*, 22 Cal. 4th 1084, 1096–97 (2000) (using the prevailing hourly rate in the community for comparable legal services)

[97] *See e.g., Koeppen v. Carvana, LLC*, No. 21-cv-01951-TSH, 2024 U.S. Dist. LEXIS 150626, at *34-35 (N.D. Cal. Aug. 22, 2024) (in wage and hour class action, approving partners rates between $1295 and $1495, $850 for senior attorneys, and $575 for a five-year attorney); *Sparkman v. Comerica Bank*, No. 4:23-cv-02028-DMR, 2025 U.S. Dist. LEXIS 260672, at *9-10 (N.D. Cal. Dec. 11, 2025) (in complex consumer class action, approving rates from $950 to $1180 for senior attorneys with at least 20 years, $725 to $895 for ten-plus years attorneys, $500 to $640 for more junior attorneys); *Smith v. Apple, Inc*., No. 21-cv-09527-HSG, 2025 U.S. Dist. LEXIS 83589, at *23-24 (N.D. Cal. May 1, 2025) (in complex class action, approving rates of $1,300 for most senior attorney and $850 for senior associates); *Tabak v. Apple, Inc.,* No. 19-cv-02455-JST, 2024 U.S. Dist. LEXIS 197459, at *23 (N.D. Cal. Oct. 30, 2024) (approving rates of $1,057 for most senior partner to $437 for most junior associate); *Garrett v. Bank of America,* Alameda Superior Court, 2016 (Case No. RG13699027) [in a PAGA action, approving partner hourly rates of $925, $875 for attorneys of 26 years and $250 for paralegals]; *D'SA v. Amber India Corp*., No. CGC-15-544578 (S.F. Super. Ct., Jan. 25, 2018); *Luquetta v. Regents of Cal.*, No. CGC- 05-443007 (S.F. Super. Ct.) (approving 2012 partner rates between $550 and $850 per hour). These rates are also appropriate under the Laffey Matrix. The Laffey Matrix is used in the District of Columbia as a reliable official source for rates that vary by experience level. Some California federal courts have accepted the same methodology, adjusting the Laffey Matrix upwards based on the higher costs of living in California cities.

Furthermore, in determining the reasonableness of hourly rates, courts also consider the experience, reputation, and skill required by the attorneys.[98] Here, Class Counsel are seasoned attorneys with considerable experience in wage-and-hour representative and class actions.[99]

Therefore, a lodestar cross-check further confirms the reasonableness of Class Counsel's fee request.

iii. *Class Counsel's Requested Fee Reflects a Negative Multiplier and Underscores the Reasonableness of the Award*

Courts routinely approve positive lodestar multipliers in contingency class actions to account for litigation risk, delay in payment, and the quality of the result achieved.[100] Here, however, Class Counsel seeks no multiplier. The requested fee of $612,500.00, representing 35% of the settlement fund, is below Class Counsel's combined lodestar of $1,607,511.00, resulting in a negative multiplier of approximately 0.38. Class Counsel litigated this case on a contingency basis, investing approximately 2,261.85 hours and advancing substantial costs. The requested fee is therefore reasonable and conservative.

F. Class Counsel 's Litigation Expenses are Reasonable

Class Counsel request reimbursement of $54,511.57 in reasonable out-of-pocket litigation expenses incurred in prosecuting this action (including $37,175.34 by Kuchinsky Law Office, P.C., $12,336.23 by Keller Grover LLP, and $5,000 by Klein Law Group).[101]

Class Counsel are typically entitled to reimbursement of all reasonable out-of-pocket expenses and costs in prosecution of the claims and in obtaining a settlement under the common fund doctrine.[102] Similarly, Class Counsel are entitled to recover those out-of-pocket expenses

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[98] *See Blum v. Stenson*, 465 U.S. 886, 894–95 (1984).

[99] Kuchinsky Decl., ¶¶ 12-14; Grover Decl., ¶¶ 2-4; Klein Decl., ¶ 2.

[100] *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132–33.

[101] Kuchinsky Decl., ¶¶ 46-48; Grover Decl., ¶¶ 24-25; Klein Decl., ¶ 8.

[102] *Serrano v. Priest*, 20 Cal. 3d 25, 35 (1977).

that would normally be charged to a fee-paying client.[103] Furthermore, a prevailing party is entitled as a matter of right to recover filing fees except as otherwise expressly provided by statute.[104] Reasonable litigation expenses may be recovered by a prevailing plaintiff pursuant to California wage-and-hour law.[105]

Here, Class Counsel have incurred $54,511.57 in out-of-pocket expenses. These expenses include process server fees[106], e-filing fees,[107] court and LWDA fees,[108] costs of mediation;[109] expert fees,[110] and deposition fees.[111] The litigation expenses incurred by Class Counsel are detailed in the declarations of counsel and the supporting exhibits submitted with this motion[112].

G. The Settlement Administrator's Fees Should Be Approved

Pursuant to the Settlement Agreement, the fees and costs of the Settlement Administrator, Simpluris, Inc., are to be paid from the settlement fund. As set forth in the Declaration of Alina Islas, Simpluris has incurred and expects to incur a total of $12,500 in administration costs in connection with notice, calculation and distribution of settlement payments, and tax reporting. Plaintiff respectfully requests that the Court approve payment of the Settlement Administrator's

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[103] *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (holding that reasonable expenses, though greater than taxable costs, may be proper.)

[104] Cal. Code Civ. Proc. §§ 1032(b), 1033.5(a)(1); *Heppler v. JM Peters Co*., 73 Cal.App.4th 1265, 1294 (1999).

[105] Cal. Lab. Code §§ 226, and 2699.

[106] Cal. Code Civ. Proc. § 1033.5(a)(4)

[107] Cal. Code Civ. Proc. § 1033.5(a)(14)

[108] Cal. Code Civ. Proc. § 1033.5(a)(1)

[109] *See*, *e.g.*, *Harris v. Marhoefer* 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover "those out-of-pocket expenses that would normally be charged to a fee paying client"); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011) ("costs of reproducing pleadings, motions and exhibits are typically billed by attorneys to their fee-paying clients" and are reimbursable); *Trustees of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co*., 460 F.3d 1253, 1258-59 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation* 497 F.Supp.2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, legal research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable).

[110] *Id.*

[111] Cal. Code Civ. Proc. § 1033.5(a)(3)

[112] Kuchinsky Decl., ¶¶ 46-48, Ex. 4; Grover Decl., ¶¶ 24-25, Ex. B; Klein Decl., ¶¶ 6-7.

fees in that amount.[113]

H. Cy Pres Recipient

Under the Settlement, any funds represented by uncashed settlement checks will, upon Court approval, be tendered to Legal Aid at Work after the 120-day check-cashing period.[114] Legal Aid at Work is an appropriate cy pres recipient under Code of Civil Procedure section 384(b) because it is a nonprofit organization that provides legal services in matters involving workers' rights and employment law, thereby promoting the law consistent with the objectives of this action. None of the Parties nor their counsel has any interest in the governance or work of Legal Aid at Work.[115]

VII. CONCLUSION

For all the foregoing reasons, Plaintiff respectfully submits that the standards for final approval have been met, and the terms of the Settlement Agreement are fair, adequate, and reasonable. Accordingly, Plaintiff respectfully requests that the Court enter an Order and Judgment in the form proposed and submitted.

DATED: April 6, 2026

BY______________________
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[113] Islas Decl., ¶ 16

[114] Ex. 1, § III.M.2.e.

[115] Kuchinsky Decl. at ¶ 51; Grover Decl. at ¶ 19; Klein Decl. at ¶¶ 3-4.