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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ASSOCIATED HEALTH WAGE AND HOUR CASES Coordinated actions: **Sanchez v. Associated Health Professionals, Inc.** Superior Court of California, County of San Diego Case No. 37-2019-00035374 **Napper v. Associated Health Professionals, Inc.** Superior Court of California, Count of Los Angeles Case No. 21STCV09332 **Guillory v. Associated Health Professionals, Inc.** Superior Court of California, County of San Bernardino Case No. CIVSB2210910 **Guillory v. Associated Health Professionals, Inc. (PAGA)** Superior Court of California, County of San Bernardino Case No. CIVSB2223523	**JUDICIAL COUNCIL COORDINATION PROCEEDING No. JCCP 5219** (Assigned for all purposes to Judge Blaine K. Bowman; Dept. C-74) **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** [IMAGED FILE] Date: June 5, 2026 Time: 8:30 a.m. Dept: C-74 Judge: Hon. Blaine K. Bowman Complaint Filed: March 8, 2021 First Amended Complaint Filed: April 9, 2024 Trial Date: None Set

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I. INTRODUCTION

Plaintiffs Lisa Napper, Queensly Asemota, Liliana Sanchez, and Brittani Guillory (collectively referred to as "Plaintiffs") seek preliminary approval of a $1,250,000.00 non-reversionary class action and Private Attorneys General Act ("PAGA") settlement ("Settlement") with Defendant Associated Health Professionals, Inc. ("Defendant") (Plaintiffs and Defendant collectively referred to as the "Parties"). The Settlement was reached after extensive investigation by the Parties, including a thorough analysis and review of Defendant's employment policies and time and payroll records, employee interviews, and arm's-length negotiations with the assistance of an experienced mediator. Moreover, the Settlement is strongly supported by experienced counsel, who carefully considered the strength of the claims and Defendant's potential defenses thereto, as well as the risk, expense, complexity, and likely duration of continued litigation. The Settlement will provide a significant monetary recovery and the best possible result to the employees represented in this action. Therefore, the Settlement merits preliminary approval.

II. FACTUAL BACKGROUND AND PROCEDURAL HISTORY

A. Factual Allegations

This Settlement involves the wage and hour claims of approximately 1,807 non-exempt employees who were employed by and staffed by Defendant from March 8, 2017 through February 6, 2026 ("Settlement Class Members"). (Declaration of Nathan J. Reese ("Reese Decl."), ¶¶ 77, 90.)

Defendant Associated Health Professionals, Inc. ("Defendant" or "AHP") is a staffing company that provides nurses and other healthcare professionals for various employers in California. (*Id*. at ¶ 15.) Plaintiff Lisa Napper ("Plaintiff Napper") worked for AHP as a CNA during several periods, including approximately 2011, 2015, and from April 2018 to March 2020. (*Id*. at ¶ 13.) Plaintiff Queensly Asemota ("Plaintiff Asemota") worked for AHP as a Certified Nurse Assistant ("CNA") during several periods, including approximately 2003, May 2008 to August 2009, January 2016 to December 2016, and June 2018 to February 2020. (*Id*. at ¶ 14.) Plaintiff Brittani Guillory ("Plaintiff Guillory") worked for AHP from January 2020 to March 2022 as a Licensed Vocational Nurse ("LVN") at various schools in California. (Declaration of James Clark ("Clark Decl."), at ¶ 3.) Plaintiff Liliana Sanchez ("Plaintiff Sanchez") worked for AHP from January 2022 to September 2023 as a CNA. (Declaration of Liliana Sanchez ("Sanchez Decl."), at ¶ 3.)

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Plaintiffs allege that Defendant failed to provide Settlement Class Members with compliant meal and rest periods or pay premiums in lieu thereof; failed to pay all minimum, regular, and overtime wages owed; failed to pay reporting time pay; failed to timely pay all wages due upon separation of employment; failed to reimburse for business expenses; failed to furnish accurate itemized wage statements; failed to maintain accurate records; violated California Business and Professions Code sections 17200, *et seq*.; and violated the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq*. (Reese Decl., ¶¶ 19, 31-37.)

B. Procedural History

The Actions were filed in multiple counties and subsequently coordinated in JCCP No. 5219. (Reese Decl., ¶ 11.) On July 10, 2019, the first coordinated action—which would later become *Sanchez v. Associated Health Professionals, Inc.*—was filed in San Diego Superior Court (Case No. 37-2019-00035374). On March 8, 2021, a second coordinated action—which would later become *Napper v. Associated Health Professionals, Inc.*—was filed in Los Angeles Superior Court (Case No. 21STCV09332). Plaintiff Guillory filed two additional actions in San Bernardino Superior Court: a class action (Case No. CIVSB2210910) on May 31, 2022, and a PAGA representative action (Case No. CIVSB2223523) on October 14, 2022. The Actions were coordinated under JCCP No. 5219 and assigned to the Honorable Blaine K. Bowman, Department C-74, San Diego Superior Court. (*Id.* at ¶ 18.)

Plaintiffs filed a Motion for Class Certification on January 31, 2025, which was denied without prejudice on April 4, 2025, due to a typicality issue arising from Defendant's arbitration agreements. (*Id.* at ¶¶ 23-24.) A second Motion for Class Certification was noticed for October 10, 2025, but was subsequently vacated as the Parties focused on settlement negotiations. (*Id.* at ¶ 26.)

The Parties participated in two mediation sessions with Hon. Eddie C. Sturgeon (Ret.), an experienced, neutral mediator well-versed in wage and hour class action cases, on June 30, 2025 and December 8, 2025. (*Id.* at ¶¶ 25, 27.) With the continued assistance of Judge Sturgeon, and after further good-faith negotiations, the Parties accepted a mediator's proposal to resolve the coordinated litigation and successfully reached a Memorandum of Understanding ("MOU") reflecting the terms of the Settlement, which was executed on February 4, 2026. (*Id.* at ¶ 27.)

On May 13, 2026, the Parties executed a long-form settlement agreement. (*Id.* at ¶ 30.)

C. Discovery and Investigation Prior to Mediation

Plaintiffs' counsel conducted a thorough investigation into the merits of Plaintiffs' claims and the applicable law related thereto. (Reese Decl., ¶ 49.) Prior to mediation, Plaintiffs propounded multiple sets of written discovery that yielded Defendant's complete personnel files, company handbooks, stand-alone policy documents, employment records, and time and payroll records for Settlement Class Members. (*Id.* at ¶¶ 50, 52.) Plaintiffs deposed Defendant's CEO/President and Person Most Knowledgeable, Mary Anderson, regarding Defendant's policies and practices applicable to Settlement Class Members, and also deposed Defendant's staffing coordinator. (*Id.* at ¶ 52.) Plaintiffs also responded to voluminous written discovery propounded by Defendant and sat for their respective depositions. (*Id.*) The Parties conducted additional discovery under the supervision of Court-appointed Discovery Referee, Hon. Ronald S. Prager (Ret.), including a sampling protocol through which Defendant produced employment records for a representative sample of Settlement Class Members. (*Id.* at ¶ 53.) Plaintiffs retained a financial expert, Justin Regus, CFA, who analyzed Defendant's time and payroll records. The expert's analysis was used in support of Plaintiffs' motion for class certification. (*Id.* at ¶ 54.)

Thus, Plaintiffs' counsel has done extensive research and diligently investigated the applicable law and potential defenses to the claims of the Settlement Class Members. (*Id.* at ¶¶ 49, 55.) The documents and information exchanged and analyzed in preparation for mediation, as well as the Parties' discussions during mediation, were sufficient to make an informed decision about a fair resolution of this action. (*Id.* at ¶¶ 55-56.)

III. SETTLEMENT TERMS

A. Settlement Class Members

The Class is defined as all non-exempt employees who were employed by and staffed by Defendant during the Settlement Class Period. (Settlement, ¶ 1.6.) The "Settlement Class Period" means the period from March 8, 2017 through February 6, 2026. (*Id.* at ¶ 1.12.) The "PAGA Period" means the period from January 2, 2020 through February 6, 2026. (*Id.* at ¶ 1.28.)

B. Settlement Amounts

Defendant will pay $1,250,000.00 in settlement of this litigation, excluding employer-side payroll taxes (the "Gross Settlement Amount"). (Settlement, ¶ 1.20.) The Net Settlement Amount will be the

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amount of the Gross Settlement Amount remaining after subtracting the Administration Costs of up to $15,450.00; the Class Representative Service Awards of $10,000.00 each, for an aggregate total of $40,000.00; Class Counsel's request for an award of attorneys' fees in an amount up to forty percent (40%) of the Gross Settlement Amount (i.e., $500,000.00), plus an award of actual litigation expenses incurred in an amount not to exceed $132,000.00; and the Total PAGA Payment of $75,000.00, 75% of which will be paid to the LWDA, and 25% will be distributed to Allegedly Aggrieved Employees. (*Id.* at ¶¶ 1.3, 1.5, 1.14, 1.24, 2.3.) The Net Settlement Amount will be distributed to the Participating Settlement Class Members (i.e., those who do not timely request exclusion from the Settlement). (*Id.* at ¶ 1.24.) The Net Settlement Amount is currently estimated to be approximately $487,550.00.

Defendant will provide the Administrator with sufficient funds to make all payments due to Plaintiffs, Class Counsel, the LWDA, the Administrator, and the Settlement Class Members, plus any owed payroll taxes, no later than twenty-one (21) calendar days after the Effective Date. (*Id.* at ¶¶ 1.18, 3.10.)

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C. Individual Class Payments

Participating Settlement Class Members (i.e., those who do not submit a timely Request for Exclusion) will be paid Individual Class Payments from the Net Settlement Amount on a pro rata basis. (Settlement, ¶ 1.21.) The Individual Class Payments will be calculated by dividing the Net Settlement Amount by the total number of Workweeks worked during the Settlement Class Period by all Participating Settlement Class Members, and then multiplying that number by the Settlement Class Member's individual number of Workweeks worked during the Settlement Class Period. (*Id.* at ¶ 2.3.7.) The Individual Settlement Payments are currently estimated to average approximately $269.81 per Settlement Class Member if all Settlement Class Members participate. (Reese Decl., ¶ 91.)

D. Individual PAGA Payments

The Administrator will calculate each Allegedly Aggrieved Employee's share of the Individual PAGA Payment by dividing the Allegedly Aggrieved Employee's individual number of Pay Periods worked during the PAGA Period by the total number of Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period, and then multiplying that number by the Individual PAGA Payment, i.e., the 25% portion of the Total PAGA Payment ($18,750.00). (Settlement, ¶ 2.3.5(b).)

E. Disposition of Unclaimed Funds

Each Settlement Class Member who is mailed an Individual Settlement Payment and/or Individual PAGA Payment check will have 180 calendar days from the date of the mailing to cash the check. (Settlement, ¶ 3.12.) No unclaimed amounts will revert to Defendant. (*Id.* at ¶ 2.1.) Any funds associated with checks that remain uncashed after 180 days shall escheat to the state of California and shall be sent by the Administrator to the State Controller's Office, Unclaimed Property Fund. (*Id.* at ¶ 3.12.)

F. Limited Scope of Settlement Class Members' Release

As of the date Defendant fully funds the Gross Settlement Amount and the employers' share of payroll taxes pursuant to the terms of the Settlement, all Participating Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from any and all Released Class Claims arising during the Settlement Class Period. (Settlement, ¶¶ 4, 4.1.) The "Class Released Claims" are "all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the Consolidated Complaint," including claims involving any alleged: (a) failure to provide legally compliant meal periods; (b) failure to provide legally compliant rest periods; (c) failure to pay minimum wages, regular wages, and overtime wages; (d) failure to pay reporting time wages; (e) failure to timely pay all wages due upon separation of employment; (f) failure to reimburse necessary business expenses; (g) failure to furnish accurate itemized wage statements; (h) failure to maintain accurate payroll records; (i) derivative penalties and waiting time penalties; and (j) violations of Business & Professions Code sections 17200-17204. (*Id.* at ¶ 1.13.)

The proposed Settlement also resolves all Allegedly Aggrieved Employees' claims for PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Consolidated Complaint during the PAGA Period ("PAGA Released Claims"). (*Id.* at ¶ 4.2.)

IV. PRELIMINARY APPROVAL OF THE SETTLEMENT IS APPROPRIATE

"Public policy generally favors the compromise of complex class action litigation." *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117-18 (2009). Settlement of a class action requires court approval to prevent fraud, collusion, or unfairness to the class. *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1800-01 (1996). The purpose of the preliminary evaluation of a class action settlement is

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to determine whether the proposed settlement is within the range of possible approval, and whether notice to the class of the settlement terms and conditions and the scheduling of a formal fairness hearing are worthwhile. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 234-35 (2001). To determine whether a class settlement is fair, adequate, and reasonable, a court must be provided with "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." *Clark v. American Residential Services LLC*, 175 Cal. App. 4th 785, 799 (2009).

The trial court must exercise its discretion through the application of several well-recognized factors when deciding whether a class action settlement is fair. *Id*. The list of factors, which "is not exhaustive and should be tailored to each case," includes "the strength of plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128 (2008) (quoting *Dunk*, 48 Cal. App. 4th at 1801).

Here, the proposed Gross Settlement Amount of $1,250,000.00 meets all the criteria for preliminary approval because it is supported by experienced counsel, was reached after hard-fought negotiations and extensive discovery, extinguishes the risk of continued litigation, provides significant monetary recovery to the Settlement Class Members, and provides a fair and adequate distribution of the settlement proceeds to the Class. (Reese Decl., ¶¶ 67, 68, 90-92.)

A. The Settlement is the Result of Arm's-Length Negotiations and is Presumptively Fair

California courts recognize that a "presumption of fairness exists where (1) the settlement is reached through arm's-length bargaining; (2) sufficient investigation allows counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk*, 48 Cal. App. 4th at 1802.

1. The Settlement Was Reached Through Arm's-Length Bargaining

"[W]hat transpires in settlement negotiations is highly relevant to the assessment of a proposed settlement's fairness." *State v. Levi Strauss & Co.*, 41 Cal. 3d 460, 482 (1986). Courts presume the absence

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of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. In short, there is a presumption that the negotiations were conducted in good faith. William B. Rubenstein, et al., *Newberg on Class Actions* § 13:45 (5th ed. 2011-2017).

Here, the Settlement is the result of extensive, non-collusive negotiations between the Parties, conducted at arm's length, and informed by substantial factual and legal investigation. (Reese Decl., ¶¶ 28, 29, 55.) The Parties participated in two mediation sessions on June 30, 2025 and December 8, 2025, with Hon. Eddie C. Sturgeon (Ret.) of Signature Resolution, a well-respected, neutral third-party mediator who is well-versed and experienced in wage and hour class action cases. (*Id*. at ¶¶ 25, 27.) Judge Sturgeon helped to manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. (*Id*. at ¶ 27.) Counsel for both Parties came well prepared and intelligently discussed all aspects of the case, including the relative strengths and weaknesses of the claims, the risks and delays of further litigation, the current state of the law as it related to the claims, and the likelihood of obtaining and maintaining class certification. (*Id*. at ¶ 29.) At all times, the Parties' negotiations were hard-fought and conducted at arm's length between attorneys with substantial wage and hour class action experience, and the Settlement is evidence of the Parties' substantial efforts to reach a mutually agreeable compromise. (*Id*.) Thus, the Settlement is presumptively fair and should be approved.

2. Sufficient Investigation Allowed Counsel to Act Intelligently

There is a presumption that a proposed settlement is fair and reasonable when there has been sufficient investigation and discovery to permit counsel and the court to act intelligently. *Dunk*, 48 Cal. App. 4th at 1802. Here, the Parties conducted a thorough investigation into the merits of Plaintiffs' class action claims prior to reaching this Settlement. (Reese Decl., ¶ 49.) Prior to mediation with Judge Sturgeon, the Parties engaged in substantial formal discovery, including multiple sets of written discovery requests and depositions. (*Id*. at ¶¶ 49-56.) Plaintiffs obtained relevant company policies and Settlement Class Members' employment data, interviewed Settlement Class Members, deposed Defendant's CEO and Person Most Knowledgeable and Defendant's staffing coordinator, and retained an expert who analyzed Defendant's time and payroll records, all of which Class Counsel analyzed to assess the strengths and weaknesses of the Parties' respective positions. (*Id*. at ¶¶ 51-54.) Class Counsel firmly believes that the information exchanged and analyzed is sufficient for the Parties to make an informed

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decision about a fair resolution of this action. (*Id*. at ¶¶ 55-56.) This litigation had undoubtedly reached the stage where the Parties had a clear view of the strengths and weaknesses of their cases, sufficient to support the Settlement. *See Boyd v. Bechtel Corp*., 485 F.Supp. 610, 617 (N.D. Cal. 1979).

3. Class Counsel is Highly Experienced in Similar Litigation and Supports Preliminary Approval

Although the recommendations of counsel proposing the class settlement are not conclusive, the Court can properly consider the recommendations, particularly if counsel have been involved in litigation for some period of time, appear to be competent, have experience with similar litigation, and have completed significant discovery. *Newberg on Class Actions* § 13:53 (5th ed. 2011-2017). Here, Settlement Class Members have been represented by well-qualified counsel from three experienced firms—ARCH Legal, P.C., Aegis Law Firm, PC, and Lavi & Ebrahimian, LLP—who have years of experience in wage and hour class action litigation. (Reese Decl., ¶¶ 7-10; Clark Decl., ¶¶ 12-14; Declaration of Joseph Szilagyi ("Szilagyi Decl."), at ¶¶ 3-16.) After reviewing the facts and evidentiary record and the relative strength of the claims, Class Counsel is of the opinion that the Settlement is fair, adequate, and reasonable, and should be approved. (Reese Decl., ¶¶ 57-76, 138; Clark Decl., ¶ 7; Szilagyi Decl., ¶ 18.) Thus, this factor also supports preliminary approval of the Settlement.

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B. The Settlement Provides Substantial Monetary Relief to the Class

To determine whether a class settlement is fair, adequate, and reasonable, courts must be provided with "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." *Kullar*, 168 Cal. App. 4th at 133; *Clark*, 175 Cal. App. 4th at 799. A settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to provide 100-percent of the damages sought to be fair and reasonable. *Wershba*, 91 Cal. App. 4th at 246, 250. Here, the Settlement results in a substantial benefit to all Settlement Class Members and is an excellent result in light of the strength of Plaintiffs' claims, Defendant's defenses, and the risks attendant to continued litigation.

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1. The Settlement Provides Fair, Reasonable, and Adequate Relief to the Settlement Class Members in Light of the Significant Risks and Expenses of Further Litigation

While Plaintiffs maintain that their claims are meritorious and that they would have prevailed had the issues gone to trial, Defendant asserted legitimate defenses to many of Plaintiffs' claims. (Reese Decl., ¶¶ 38-48, 64, 67-69.) Specifically, Defendant maintains that Settlement Class Members signed valid and enforceable arbitration agreements with class action waivers. (*Id*. at ¶¶ 46, 68.) Plaintiffs' first Motion for Class Certification was denied without prejudice on April 4, 2025, based in part on this arbitration issue. Defendant also raised defenses based on the public entity exemption under *Stone v. Alameda Health System*, 16 Cal. 5th 1040 (2024), asserting that many Settlement Class Members worked at facilities operated by public entities not subject to certain California Labor Code requirements, as well as a federal enclave defense for Settlement Class Members who worked at VA hospitals and other federal facilities. (*Id.* at ¶¶ 24, 46-47.) Defendant further maintained that it had no control over the conditions at the client facilities where Settlement Class Members performed services, making it difficult to establish class-wide liability. Considering these defenses, the likelihood of individualized issues arising from Settlement Class Members working at numerous different facilities throughout California, and other risks involved in litigating the case to trial, Plaintiffs could reasonably expect to have been awarded an amount significantly less than the maximum estimated recovery at trial. (*Id.* at ¶¶ 67-70.) Moreover, to overcome Defendant's defenses at the certification stage and at trial, Plaintiffs would need to engage in further formal discovery and a significant amount of motion practice. (*Id.* at ¶¶ 72-73.) Even if Plaintiffs were successful in certifying the class and proving the merits of the class action claims, Defendant would likely submit an appeal. (*Id.* at ¶ 74.) Such efforts would likely result in a delay of several years before this case could finally be resolved. (*Id.*)

This Settlement avoids these risks and expenses and instead provides for immediate and substantial monetary relief to the Settlement Class Members from the $1,250,000.00 Gross Settlement Amount. The Individual Class Payments are currently estimated to average approximately $269.81 per Settlement Class Member if all Settlement Class Members participate. This recovery represents a substantial benefit to Settlement Class Members without further delay. (*Id*. at ¶ 91.)

2. The Amount Offered in Settlement Given the Estimated Value of the Claims Favors Preliminary Approval

As set forth in the accompanying Declaration of Nathan J. Reese, Class Counsel estimated a maximum-possible damages exposure of approximately $35,431,324.44 for the class claims and approximately $97,427,866.00 in PAGA penalties. (Reese Decl., ¶¶ 59, 61.) These amounts assumed that class certification would be granted and Plaintiffs would prevail on all claims at trial and recover the full amount of the estimated damages, including all potential civil penalties. (*Id*. at ¶ 60.) It also assumes PAGA penalties can be stacked—a practice now proscribed under the recent PAGA amendments. (*Id*. at ¶ 61.) Accordingly, the maximum estimated value of the class and PAGA claims is premised on a potentially inflated "everything goes right" scenario for each claim. (*Id*. at ¶ 64.) However, the possibility of recovery such a large amount is remote, particularly in light of the relative strength of Defendant's defenses. (*Id*. at ¶¶ 67-75.)

Class Counsel also estimated a more realistic exposure taking into consideration the likelihood of success of class certification, the likelihood of success on the claims, and the potential for reduction in PAGA penalties and calculated a discounted exposure of $1,062,939.73 on the class claims and $12,178,483.17 on the PAGA claims. (*Id*. at ¶¶ 60, 64, 66.)

With approximately 1,807 Settlement Class Members, many of whom signed arbitration agreements, class certification remained a significant hurdle. (*Id.* at ¶ 68.) Defendant further disputed its responsibility for conditions at the facilities where Settlement Class Members worked, posing additional obstacles to class certification and liability. (*Id.* at ¶ 69.) Furthermore, Defendant has potentially viable grounds for not only challenging liability, but also Plaintiffs' estimate of the potential value of each claim, including the public entity and federal enclave defenses raised for the first time in the class certification opposition. (*Id.* at ¶ 47.) Thus, while the $1,250,000.00 Gross Settlement Amount represents a significant discount on Plaintiffs' estimate of the overall exposure to Defendant, this reduction represents an extremely reasonable compromise considering the substantial risks that Plaintiffs and Settlement Class Members faced in this litigation. (*Id*. at ¶ 76.)

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C. The Penalties Under the PAGA are Reasonable

Where a settlement includes a good faith amount for PAGA penalties and "there is no indication that this amount was the result of self-interest at the expense of other" class members, such amounts are generally considered reasonable. *Hopson v. Hanesbrands Inc.*, No. CV-08-0844 EDL, 2009 WL 928133, at *1, 9 (N.D. Cal. Apr. 3, 2009). Courts routinely approve amounts for PAGA penalties in the range of zero to two percent of the settlement. *E.g.*, *id.* (approving a PAGA payment of 0.3%, or $1,500); *Jack v. Hartford Fire Ins. Co.*, No. 09cv1683 MMA (JMA), 2011 WL 4899942, at *6 (S.D. Cal. Oct. 13, 2011) (approving a PAGA payment of 0.25%); *McKenzie v. Fed. Express Corp.*, No. CV 10-02420 GAF (PLAx), 2012 WL 12882124, at *5 (C.D. Cal. Jan. 23, 2012) (acknowledging that courts approve PAGA claim settlements in the range of zero to two percent of the total settlement).

Here, the Parties negotiated a good faith amount of $75,000.00 for PAGA penalties, 75% ($56,250.00) of which will be paid to the LWDA, with the remaining 25% ($18,750.00) to be distributed to the Allegedly Aggrieved Employees. (Settlement, ¶ 2.3.5.) This amounts to approximately 6% of the Gross Settlement Amount. The amount for PAGA penalties was reached after good-faith negotiations by the Parties, which was not the result of self-interest at the expense of any Settlement Class Members. (Reese Decl., ¶¶ 82-83.)

D. The Work Performed by Class Counsel Supports the Fees and Costs Requested

The California Supreme Court has unanimously held "that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created." *Laffitte v. Robert Half International, Inc.*, 1 Cal. 5th 480, 503 (2016). The Court further held that although trial courts have discretion to use a lodestar multiplier cross-check or to forego a lodestar multiplier cross-check if some other means to evaluate the reasonableness of a requested fee percentage exists, "the percentage method is a valuable tool that should not be denied our trial court." *Id.* at 503-06. California courts have awarded common fund fees calculated using a percentage-of-the-fund method that is not dependent on counsel's lodestar amount. Pearl, *California Attorney Fee Awards* (CEB 3d Ed. 2010) § 5.19 (citing *In re Sutter Health Uninsured Pricing Cases,* 171 Cal. App. 4th 495, 512 (2009); *Bell v. Farmers Ins. Exchange*, 115 Cal. App. 4th 715, 726

(2004); *Apple Computer, Inc. v. Superior Ct.,* 126 Cal. App. 4th 1253, 1270 (2005)).

Here, the proposed Settlement provides that Class Counsel may seek attorney's fees of up to forty percent (40%) of the Gross Settlement Amount, or $500,000.00, in addition to reimbursement for the actual litigation costs in an amount not to exceed $132,000.00. (Settlement, ¶¶ 2.3.1, 2.3.2.) As demonstrated in the Declaration of Nathan J. Reese filed herewith, Class Counsel performed a significant amount of work litigating this action, including extensive research, investigation, and analysis of each potential cause of action. (Reese Decl., ¶ 115.) Class Counsel committed, and continues to commit, significant financial and staffing resources to this case, diverted many of its resources in order to contend with Defendant's vigorous defense, and undertook this action on a contingency basis, thereby bearing all the costs of this complex, risky, expensive, and time-consuming litigation. (Reese Decl., ¶ 116.) Accordingly, for purposes of this Motion, and as will be explained in detail at final approval, the requested fees and costs are fair and reasonable.

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E. The Service Awards to Plaintiffs Are Reasonable

Courts routinely approve service awards to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation. *Bell*, 115 Cal. App. 4th at 726 (upholding "service payments" to plaintiffs for their efforts in bringing class case); *Manual for Complex Litigation (Fourth)*, § 21.62 n.971 (2004) (noting that service awards are warranted). In approving service awards, courts frequently approve awards of $10,000 or more. *In re Cellphone Fee Termination Cases*, 186 Cal. App. 4th 1380, 1393-1395 (2010) (upholding $10,000 service award to each of four class representatives). The factors courts use in determining the amount of an award include: (1) a comparison between the service awards and the range of monetary recovery available to the class; (2) time and effort put into the litigation; (3) whether the litigation will further the public policy underlying the statutory scheme; and (4) risks of retaliation. *See Clark*, 175 Cal. App. 4th at 804-07. Here, all four factors support the approval of the $10,000.00 service award to each of the Plaintiffs.

Plaintiffs initiated the coordinated actions by seeking legal assistance from Class Counsel, assisted with the preparation of the LWDA notice letters and the complaints, communicated with Class Counsel via telephone and email, identified potential witnesses, provided documents, sat for their depositions, and worked closely with Class Counsel to protect the best interests of the Class. (Reese Decl., ¶ 124.) Plaintiffs have also agreed to general releases of their claims, including potentially viable individual claims, which is not required of other Settlement Class Members. (Settlement, ¶ 4.3.) Further, Plaintiffs faced real risks in bringing these coordinated actions, including the risk of losing future employment opportunities in the healthcare staffing industry. (Reese Decl., ¶ 126.) Accordingly, the $10,000.00 Service Payment for each Plaintiff is reasonable, appropriate, and justified.

V. PROVISIONAL CERTIFICATION OF THE CLASS IS APPROPRIATE

Provisional certification is appropriate at the preliminary approval stage where, as here, the Court has not yet certified the class and the requirements for certification are met. *Newberg on Class Actions* §§ 13:16-13:18 (5th ed. 2011-2017). *Dunk*, 48 Cal. App. 4th at 1806; *Vasquez v. Superior Court*, 4 Cal. 3d 800, 809-11 (1971). The provisional certification process is less demanding than a traditional motion for class certification. *See Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625-627 (1997); *Carter v. City of Los Angeles*, 224 Cal. App. 4th 808, 826 (2014).

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A. There is an Ascertainable and Sufficiently Numerous Class

Whether a class is ascertainable is determined by examining the class definition, the size of the class and the means available for identifying class members. *See Vasquez*, 4 Cal. 3d at 810-11. Here, Settlement Class Members are easily identifiable from Defendant's payroll and personnel records. Defendant has indicated a class size of approximately 1,807 Settlement Class Members. (Reese Decl., ¶ 131.) Because joinder of more than 1,800 employees would be impracticable, and Settlement Class Members can readily be determined by Defendant's personnel records, there is a numerous and ascertainable class that is suitable for provisional certification.

B. There is a Well-Defined Community of Interest

A community of interest is established by the showing of three factors: "(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 435 (2000).

1. Common Issues of Law and Fact Predominate

The predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation. *See*, *e.g.*, *Clothesrigger, Inc. v. GTE Corp.*, 191 Cal. App. 3d 605 (1987);

Lazar v. Hertz Corp., 143 Cal. App. 3d 128 (1983). Here, common issues of fact and law predominate as to each claim alleged by Plaintiffs on behalf of the Class, because this action concerns Plaintiffs' allegations that Defendant's common, class-wide policies and/or practices resulted in Labor Code violations. Common issues predominate because the challenged practices apply uniformly to all Settlement Class Members and the resolution of these over-arching questions will determine liability for the Class as a whole. (Reese Decl., ¶ 133.)

2. Plaintiffs' Claims are Typical of the Claims of the Class

The typicality requirement focuses on the typicality of the proposed representatives' claims as they relate to the defendant's conduct and activities. *Classen v. Weller,* 145 Cal. App. 3d 27, 46-47 (1983). Here, Plaintiffs' claims are typical of the claims of the Class because Plaintiffs, like all Settlement Class Members, were subject to the same allegedly unlawful policies and practices while working for Defendant and sustained the same or similar damages. (Reese Decl., ¶ 134; Napper Decl., ¶¶ 6-8; Asemota Decl., ¶¶ 6-9; Sanchez Decl., ¶ 6; Guillory Decl., ¶ 5.)

3. The Adequacy Requirement is Met

The adequacy of representation requirement is met by fulfilling two conditions: first, a named plaintiff must be represented by counsel qualified to conduct the pending litigation; second, a named plaintiff's interests cannot be antagonistic to those of the class. *McGhee v. Crocker-Citizens Nat. Bank*, 60 Cal. App. 3d 442, 450 (1976). Here, both adequacy requirements are met. First, Plaintiffs retained counsel with extensive experience in prosecuting complex wage and hour class actions, who have worked diligently to obtain this Settlement for the Class. (Reese Decl., ¶¶ 7-10, Clark Decl., ¶¶ 12-14; Szilagyi Decl., ¶¶ 3-16.) Second, Plaintiffs do not have any conflict of interest with the Class and have, along with Class Counsel, worked toward a positive resolution of this case, demonstrating their interest in prosecuting this action and dedication to obtaining the best possible recovery for the Class. (Reese Decl., ¶ 135; Napper Decl., ¶¶ 30-32; Asemota Decl., ¶¶ 31-33; Sanchez Decl., ¶¶ 7-8; Guillory Decl., ¶ 6.)

VI. THE PROPOSED CLASS NOTICE PROCEDURE SATISFIES DUE PROCESS

In order to protect the rights of absent class members, California Rules of Court, Rule 3.769(f) requires that class members be provided with notice of the final approval hearing and an explanation of the proposed settlement and objection procedures. Procedural due process does not guarantee any

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particular procedure; it requires only notice reasonably calculated to apprise interested parties of the pendency of the action affecting their interests and an opportunity to present their objections. *Ryan v. Cal. Interscholastic Fed'n – San Diego Section*, 94 Cal. App. 4th 1048, 1072 (2001). Notice that meets this standard and is neutrally worded satisfies due process. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985).

Here, the proposed Class Notice provides all the information a reasonable person would need to make a fully informed decision about the Settlement. (Reese Decl., ¶¶ 101-104, Ex. A. to Settlement Agreement.) The Class Notice summarizes the lawsuit, including the contentions and denials of the Parties, the proceedings to date, and the terms and conditions of the Settlement in plain language in an informative and coherent manner. (*Id*.) The Class Notice also fully informs Settlement Class Members of the terms of the Settlement, of its effect on their rights, of their options as Settlement Class Members and the procedure for opting out, objecting, and/or receiving payment, and of the consequences of exercising those options. (*Id*. at ¶¶ 102, 107-109.) Further, the Class Notice notifies the Settlement Class Members of their reported compensable workweeks and PAGA pay periods, and the estimated Individual Class Payment they will receive should they participate in the Settlement. (*Id*. at ¶ 102.) The Class Notice also states the date, time, and place of the final approval hearing, and explains how Settlement Class Members can obtain additional information, as well as view a copy of the Settlement Agreement. (*Id*. at ¶ 103.)

Defendant's records should provide the best-known address available for the Settlement Class Members, but the Settlement Administrator will nevertheless attempt to locate the best possible mailing addresses prior to the mailing using the National Change of Address database. (*Id*. at ¶ 106.) Moreover, the Settlement Administrator will perform a second in-depth search if any Class Notice is returned as undeliverable without a forwarding address. (*Id*.) Thus, the proposed notice plan is consistent with class notices approved by state and federal courts, and, under the circumstances here, is the best notice practicable and the method most likely to reach the greatest number of Settlement Class Members. (*Id*. at ¶ 110.)

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VII. CONCLUSION

Based on the foregoing, Plaintiffs respectfully request that this Court enter an Order: (1) preliminarily approving the proposed Class Action and PAGA Settlement Agreement; (2) approving the form and content of the Class Notice; (3) provisionally certifying the Settlement Class; (4) appointing Plaintiffs as Class Representatives and Plaintiffs' counsel as Class Counsel; and (5) approving Apex Class Action LLC as the Settlement Administrator.

Dated: May 13, 2026

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By: ______________________

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