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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SAN DIEGO**

TIFFANY ROBINSON, on behalf of the State of  
California and other aggrieved persons,

*Plaintiff,*

vs.

WILLIS TOWERS WATSON US LLC, a  
Limited Liability Company; and DOES 1  
through 10, inclusive,

*Defendants.*

Case No.: 37-2021-00036978-CU-OE-CTL

**CLASS & REPRESENTATIVE ACTION**

*[Assigned for all purposes to: Hon. Loren G.  
Freestone, Dept. C-64]*

**PLAINTIFF'S NOTICE OF MOTION  
AND MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT; MEMORANDUM OF  
POINTS AND AUTHORITIES**

**PRELIMINARY APPROVAL HEARING**

Date: September 19, 2025

Time: 10:30 a.m.

Dept: C-64

Complaint filed: August 27, 2021  
FAC filed: September 19, 2023  
Trial date: not set

1 **TO THE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on September 19, 2025 at 10:30 a.m., in Department C-64  
3 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, California  
4 92101, pursuant to Code of Civil Procedure § 382 and California Rules of Court 3.769, *et seq.*,  
5 Plaintiff Tiffany Robinson (“Plaintiff”) will move the Court for an Order granting preliminary  
6 approval of the proposed class action settlement between Plaintiff and Defendant Willis Towers  
7 Watson US LLC (“Defendant”). Plaintiff further moves the Court for an Order:

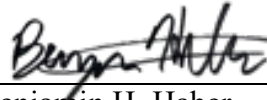
- 8 1. Granting preliminary approval of the Class Action and PAGA Settlement Agreement;  
9 2. Certifying a Class for settlement purposes;  
10 3. Approving the Notice and the plan for distribution of the Notice;  
11 4. Appointing Plaintiff Tiffany Robinson as the Class Representative for settlement  
12 purposes;  
13 5. Appointing Plaintiff’s Counsel, Benjamin H. Haber, Daniel J. Kramer, and Chase Stern  
14 of Wilshire Law Firm, PLC, as Class Counsel for settlement purposes;  
15 6. Appointing CPT Group, Inc. as the Settlement Administrator; and  
16 7. Scheduling a final approval hearing.

17 The motion will be based upon this notice, the attached memorandum of points and  
18 authorities, the Declaration of Benjamin H. Haber, filed concurrently herewith, the records and  
19 files in this action, and any other further evidence or argument that the Court may properly receive  
20 at or before the hearing.

21 Respectfully submitted,

22 Dated: August 27, 2025

WILSHIRE LAW FIRM

23 By: 

24 Benjamin H. Haber  
25 Daniel J. Kramer  
26 Chase M. Stern  
27 Alan Wilcox

*Attorneys for Plaintiff*

**TABLE OF CONTENTS**

|                                                                                                                                |    |
|--------------------------------------------------------------------------------------------------------------------------------|----|
| TABLE OF CONTENTS .....                                                                                                        | ii |
| TABLE OF AUTHORITIES.....                                                                                                      | iv |
| MEMORANDUM OF POINTS AND AUTHORITIES.....                                                                                      | 1  |
| I. INTRODUCTION.....                                                                                                           | 1  |
| II. SUMMARY OF THE LITIGATION AND SETTLEMENT.....                                                                              | 1  |
| A. Plaintiff’s Claims .....                                                                                                    | 1  |
| B. Discovery and Investigation.....                                                                                            | 2  |
| C. Settlement Negotiations .....                                                                                               | 3  |
| D. Key Terms of the Proposed Settlement.....                                                                                   | 4  |
| III. DISCUSSION .....                                                                                                          | 8  |
| A. The Settlement Is Fair, Reasonable, Adequate, and the Product of Investigation,<br>Litigation, and Negotiation .....        | 9  |
| 1. The Settlement Is the Product of Discovery, Investigation, and Informed and<br>Non-Collusive Arm’s-Length Negotiations..... | 9  |
| 2. The Settlement Is Fair and Reasonable in Light of the Parties’ Respective<br>Legal Positions.....                           | 10 |
| 3. Class Counsel Has Extensive Experience in Class Action Litigation.....                                                      | 11 |
| B. The Proposed Class Notice of Settlement Should Be Approved .....                                                            | 11 |
| C. The Proposed Attorneys’ Fees and Costs Are Reasonable .....                                                                 | 11 |
| 1. Class Counsel Request an Award of Fees Based on the “Common Fund”<br>Method .....                                           | 11 |
| 2. The Requested Fee Award Is in Line with Typical Cases .....                                                                 | 12 |
| 3. This Matter Involves A “Fee-Shifting” Provision of the Labor Code .....                                                     | 13 |
| 4. The Experience, Reputation and Ability of Class Counsel Support the<br>Requested Fee Award .....                            | 13 |
| D. The PAGA Allocation is Reasonable.....                                                                                      | 14 |
| E. The Service Award to Plaintiff Is Reasonable .....                                                                          | 15 |

|    |                                                                                    |    |
|----|------------------------------------------------------------------------------------|----|
| 1  | IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED .....                       | 16 |
| 2  | A. Legal Standard .....                                                            | 16 |
| 3  | B. Plaintiff Maintains That the Criteria for Class Certification Are Satisfied for |    |
| 4  | Settlement Purposes.....                                                           | 17 |
| 5  | 1. The Class is Ascertainable and Numerous.....                                    | 17 |
| 6  | 2. There are Many Common Issues of Law and Fact Which Predominate.....             | 18 |
| 7  | 3. Plaintiff’s Claims Are Typical of the Claims of the Class.....                  | 18 |
| 8  | 4. Plaintiff and Her Counsel Meet the Adequacy Requirement.....                    | 19 |
| 9  | 5. A Class Action is Superior to a Multiplicity of Litigation.....                 | 19 |
| 10 | V. THE PROPOSED NOTICE IS CONSTITUTIONALLY SOUND.....                              | 20 |
| 11 | A. The Proposed Notice Plan Satisfies Due Process .....                            | 20 |
| 12 | B. The Notice is Accurate and Informative .....                                    | 20 |
| 13 | VI. CONCLUSION .....                                                               | 20 |

**TABLE OF AUTHORITIES**

**STATE CASES**

*Bowles v. Super. Ct.,*

(1955) 44 Cal.2d 574 .....18

*Cartt v. Super Ct.,*

(1975) 50 Cal.App.3d 960.....20

*Chavez v. Netflix, Inc.,*

(2008) 162 Cal.App.4th 43.....13

*City and County of San Francisco v. Sweet,*

(1995) 12 Cal.4th 105 .....12

*Classen v. Weller,*

(1983) 145 Cal.App.3d 27.....19

*Clothesrigger, Inc. v. GTE Corp.,*

(1987) 191 Cal.App.3d 605.....18

*Collins v. Rocha,*

(1972) 7 Cal.3d 232 .....18

*D’Amico v. Bd. of Medical Examiners,*

(1974) 11 Cal.3d 1 .....12

*Daar v. Yellow Cab Co.,*

(1967) 67 Cal. 2d 695 .....17

*Dunk v. Ford Motor Co.,*

(1996) 48 Cal.App.4th 1794.....8

*Gentry v. Super. Ct.,*

(2007) 42 Cal.4th 443 .....15

*Kullar v. Foot Locker Retail, Inc.,*

(2008) 168 Cal.App.4th 116.....8

*Laffitte v. Robert Half Int’l Inc.,*

(2016) 1 Cal.5th 480 .....12

|    |                                                            |       |
|----|------------------------------------------------------------|-------|
| 1  | <i>Linder v. Thrifty Oil Co.,</i>                          |       |
| 2  | (2000) 23 Cal.4th 429 .....                                | 17    |
| 3  | <i>Mallick v. Super. Ct.,</i>                              |       |
| 4  | (1979) 89 Cal.App.3d 434.....                              | 8     |
| 5  | <i>McGhee v. Bank of America,</i>                          |       |
| 6  | (1976) 60 Cal.App.3d 442.....                              | 19    |
| 7  | <i>Miller v. Woods,</i>                                    |       |
| 8  | (1983) 148 Cal. App. 3d 862.....                           | 19    |
| 9  | <i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles,</i> |       |
| 10 | (2010) 186 Cal.App.4th 399.....                            | 8, 15 |
| 11 | <i>Quinn v. State of California,</i>                       |       |
| 12 | (1995) 15 Cal.3d 162 .....                                 | 12    |
| 13 | <i>Richmond v. Dart Indus., Inc.,</i>                      |       |
| 14 | (1981) 29 Cal. 3d 462 .....                                | 17    |
| 15 | <i>Rose v. City of Hayward,</i>                            |       |
| 16 | (1981) 126 Cal.App.3d 926.....                             | 18    |
| 17 | <i>Serrano v. Priest,</i>                                  |       |
| 18 | (1977) 20 Cal.3d 25 .....                                  | 12    |
| 19 | <i>Stamburgh v. Super. Ct,</i>                             |       |
| 20 | (1976) 62 Cal.App.3d 231 .....                             | 9     |
| 21 | <i>Wershba v. Apple Computers, Inc.,</i>                   |       |
| 22 | (2001) 91 Cal.App.4th 224.....                             | 10    |
| 23 | <i>Wilner v. Sunset Life Ins. Co.,</i>                     |       |
| 24 | (2000) 78 Cal.App.4th 952.....                             | 17    |

**FEDERAL CASES**

|    |                                      |    |
|----|--------------------------------------|----|
| 26 | <i>Frank v. Eastman Kodak Co.,</i>   |    |
| 27 | (W.D.N.Y. 2005) 228 F.R.D. 174 ..... | 15 |

///

|    |                                                          |        |
|----|----------------------------------------------------------|--------|
| 1  | <i>Garcia v. Gordon Trucking, Inc.</i>                   |        |
| 2  | (E.D. Cal. Oct. 31, 2012) No. 1:10-CV-0324 AWI SKO ..... | 14     |
| 3  | <i>Hopson v. Hanesbrands Inc.</i>                        |        |
| 4  | (N.D. Cal. Apr. 3, 2009)No. CV-08-0844 EDL .....         | 14     |
| 5  | <i>Jack v. Hartford Fire Ins. Co.</i>                    |        |
| 6  | (S.D. Cal. Oct. 13, 2011) 2011 WL 4899942 .....          | 14     |
| 7  | <i>Leyva v. Medline Ind.,</i>                            |        |
| 8  | (9th Cir. 2013) 716 F.3d 510.....                        | 20     |
| 9  | <i>McKenzie v. Fed. Express Corp.</i>                    |        |
| 10 | (C.D. Cal. Jan. 23, 2012) 2012 WL 12882124.....          | 14     |
| 11 | <i>Moreno v. Pretium Packaging, L.L.C.</i>               |        |
| 12 | (C.D. Cal. Aug. 6, 2021) 2021 WL 3673845 .....           | 16     |
| 13 | <i>Priddy v. Edelman,</i>                                |        |
| 14 | (6th Cir. 1989) 883 F.2d 438.....                        | 9      |
| 15 | <i>Rodriguez v. W. Publ'g Corp.,</i>                     |        |
| 16 | (9th Cir. 2009) 563 F.3d 948.....                        | 15     |
| 17 | <i>Van Vranken v. Atlantic Richfield Company,</i>        |        |
| 18 | (N.D. Cal. 1995) 901 F.Supp. 294.....                    | 13     |
| 19 | <i>Vincent v. Hughes Air West, Inc.,</i>                 |        |
| 20 | (9th Cir. 1977) 557 F.2d 759.....                        | 12     |
| 21 | <i>Zubia v. Shamrock Foods Co.</i>                       |        |
| 22 | (C.D. Cal. Dec. 21, 2017) No. CV1603128ABAGRX .....      | 14     |
| 23 | <b><u>STATE STATUTES</u></b>                             |        |
| 24 | Code of Civil Procedure § 382.....                       | 16, 17 |
| 25 | Labor Code § 1194 .....                                  | 13     |
| 26 | Labor Code § 90.5 .....                                  | 15     |
| 27 | <b><u>RULES</u></b>                                      |        |
| 28 | California Rules of Court, Rule 3.766.....               | 20     |

|   |                                               |    |
|---|-----------------------------------------------|----|
| 1 | California Rules of Court, Rule 3.769(f)..... | 11 |
|---|-----------------------------------------------|----|

2 **TREATISES**

|   |                                                           |           |
|---|-----------------------------------------------------------|-----------|
| 3 | Conte & Newberg, Newberg on Class Actions (3rd Ed.) ..... | 9, 13, 20 |
|---|-----------------------------------------------------------|-----------|

4 **OTHER AUTHORITIES**

|   |                                                                                              |    |
|---|----------------------------------------------------------------------------------------------|----|
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| 6 | (2006) 53 UCLA L.Rev. 1303 .....                                                             | 16 |

## **MEMORANDUM OF POINTS AND AUTHORITIES**

### **I. INTRODUCTION**

Plaintiff Tiffany Robinson (“Plaintiff”) seeks preliminary approval of a proposed \$425,000.00 non-reversionary, wage and hour class action settlement with Defendant Willis Towers Watson US LLC (“Defendant,” “WILLIS TOWERS,” and together with Plaintiff, the “Parties”). The Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) will provide substantial monetary payments to approximately 173 class members and/or aggrieved employees. And, as set forth more fully below, the proposed Settlement satisfies all the criteria for settlement approval under California law. The Settlement was reached after extensive investigation, discovery, and negotiations. The negotiations were at arms-length and were facilitated by an experienced class action mediator, David Phillips, Esq., over the course of a full day of mediation that was conducted via Zoom. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff’s claims and Defendant’s defenses, the Parties reached a settlement, finalized on October 14, 2024. Accordingly, Plaintiff requests that the Court preliminarily approve the proposed Settlement, certify the proposed settlement class, approve the proposed notice, and set a final approval hearing.

### **II. SUMMARY OF THE LITIGATION AND SETTLEMENT**

#### **A. Plaintiff’s Claims**

This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiff and the putative class members worked in California as hourly-paid or non-exempt employees for Defendant during the class period. Defendant is publicly traded, business management company that operates worldwide. (Declaration of Benjamin H. Haber in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement [“Haber Decl.”], ¶ 2.)

Plaintiff alleges that Defendant’s payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiff alleges that Defendant failed to pay for all hours worked. Plaintiff further alleges that Defendant failed to: provide employees with legally compliant meal and rest periods; and Defendant failed to reimburse business expenses. Based

1 on these allegations, Plaintiff asserts related claims for failure to pay wages during employment,  
2 failure to pay all final wages at termination, failure to provide accurate wage statements, failure  
3 to keep requisite payroll records, unfair business practices, and civil penalties under PAGA.  
4 (Haber Decl., ¶ 3.)

5 On March 1, 2021, Plaintiff sent a notice to Defendant and the California Labor &  
6 Workforce Development Agency (“LWDA”) alleging similar wage and hour violations pursuant  
7 to the PAGA. (Haber Decl., ¶ 4.) On August 27, 2021, Plaintiff filed a PAGA Representative  
8 Complaint against Defendant pursuant to PAGA and Labor Code § 2699, *et seq.* (*Id.*) On  
9 September 19, 2023, pursuant to the terms discussed during mediation, Plaintiff filed a First  
10 Amended Class and Representative Action Complaint (“FAC” or “Operative Complaint”)   
11 adding class claims against Defendant for: (1) failure to pay minimum and straight time wages  
12 (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code  
13 §§ 1194 and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4)  
14 failure to authorize and permit rest periods (Labor Code § 226.7); (5) failure to timely pay final  
15 wages at termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage  
16 statements (Labor Code § 226); (7) failure to indemnify employees for expenditures (Labor  
17 Code § 2802); and (8) unfair business practices (Business and Professions Code §§ 17200, *et*  
18 *seq.*). (*Id.*)

19 **B. Discovery and Investigation**

20 Following the filing of the initial complaint, the Parties exchanged documents and  
21 information before mediating this action. Defendant produced a sample of time and pay records  
22 for class members. Defendant also provided documents of its wage and hour policies and  
23 practices during the class period, and information regarding the total number of current and  
24 former employees in its informal discovery responses. (Haber Decl., ¶ 5.)

25 After reviewing documents regarding Defendant’s wage and hour policies and practices  
26 and analyzing Defendant’s timekeeping and payroll records, Class Counsel was able to evaluate  
27 the probability of class certification, success on the merits, and Defendant’s maximum monetary  
28 exposure for all claims. (Haber Decl., ¶ 6.) Class Counsel also investigated the applicable law

1 regarding the claims and defenses asserted in the litigation. (*Id.*) Class Counsel reviewed these  
2 records and prepared a damage analysis prior to mediation. (*Id.*) This extensive investigation  
3 and discovery allowed Class Counsel to act intelligently and effectively in negotiating the  
4 Settlement.

5 **C. Settlement Negotiations**

6 On March 28, 2023, the Parties participated in private mediation with experienced  
7 employment mediator David Phillips, Esq. (Haber Decl., ¶ 7.) The mediation was conducted  
8 via Zoom. The settlement negotiations were at arm's length and, although conducted in a  
9 professional manner, were adversarial. The Parties went into the mediation willing to explore  
10 the potential for a settlement of the dispute, but each side was also prepared to litigate their  
11 position through trial and appeal if a settlement had not been reached. (*Id.*) After extensive  
12 negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and  
13 Defendant's defenses, the Parties reached a settlement, the material terms of which are  
14 encompassed within the Settlement. (*Id.* at ¶ 8, Ex. 1, Settlement Agreement.)

15 Class Counsel has conducted a thorough investigation into the facts of this case. Based  
16 on the foregoing discovery and their own independent investigation and evaluation, Class  
17 Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best  
18 interests of the Settlement Class Members in light of all known facts and circumstances, the risk  
19 of significant delay, the defenses that could be asserted by Defendant both to certification and  
20 on the merits, trial risk, and appellate risk. (*Id.* at ¶ 14.)

21 Indeed, the \$425,000.00 Settlement represents approximately **76%** of the **realistic**  
22 **maximum recovery** of \$558,793.80. (*Id.* at ¶ 23.) Although Class Counsel estimated that  
23 Defendant's maximum potential liability for all claims was approximately \$2.6 million, when  
24 the risk of prevailing at certification and trial are factored into the equation, Class Counsel  
25 believes that Defendant's realistic exposure was \$558,793.80, meaning the Settlement achieves  
26 a significant recovery. (*Id.* at ¶¶ 14-27.) Considering the risk and uncertainty of prevailing at  
27 class certification and at trial, this is an excellent result for the Class. (*Id.* at ¶ 25.) Indeed,  
28 because of the proposed Settlement, class members will receive timely, guaranteed relief and

will avoid the risk of an unfavorable judgment.

**D. Key Terms of the Proposed Settlement**

The Settlement's key terms include:

1. Class Definition: For settlement purposes only, the Parties agree to the certification of a class pursuant to California Code of Civil Procedure § 382 defined as: "all call-center employees who worked for Defendant in California as an hourly paid or non-exempt employee during the Class Period." (Settlement, § 1.5.)

2. Class Period: "means the period from January 2, 2019 to March 31, 2023." (Settlement, § 1.12.)

3. Participating Class Members: "means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement." (Settlement, § 1.35.)

4. Aggrieved Employees: "means Settlement Class Member who worked for Defendant during the PAGA Period." (Settlement, § 1.4.)

5. Gross Settlement Amount: "means \$425,000.00 which is the total amount WILLIS TOWERS agrees to pay under the Settlement...The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses." (Settlement, § 1.22.)

6. Uncashed Checks: "For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b)." (Settlement, § 4.4.3.)

7. Release by Participating Class Members: "All Participating Class Members release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including, (1) any claims for unpaid compensation or compensation at the incorrect rate (including but not limited to minimum pay,

1 straight pay, overtime pay, double time pay, sick pay, reporting pay, etc.); (2) any claims for failure  
2 to pay for all hours worked, including, but not limited to, any work performed off-the-clock; (3)  
3 any claims for failure to provide meal periods in accordance with the California Labor Code and/or  
4 applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct  
5 rate; (4) any claims for failure to authorize and permit rest periods in accordance with the  
6 applicable California Wage Orders or Labor Code, including any claims regarding failure to pay  
7 premium pay at the correct rate; (5) any claims for failing to pay all wages due twice a month,  
8 including any claims regarding failure to pay premium pay at the correct rate for meal periods not  
9 provided, rest periods not authorized and/or permitted, and all hours worked; (6) any claims for  
10 failing to maintain accurate records of hours worked in accordance with the applicable California  
11 Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium  
12 pay at the correct rate; (7) any claims for failure to pay wages timely upon termination in  
13 accordance with the applicable California Labor Code, including any claims regarding unpaid  
14 compensation or compensation at the incorrect rate; (8) any claims for failure to furnish accurate  
15 itemized wage statements in accordance with the applicable California Labor Code, including any  
16 claims regarding unpaid compensation or compensation at the incorrect rate; (9) any claims for  
17 failure to provide reimbursements for business related expenses; (10) any claims for failure to  
18 maintain and/or provide all/accurate information required by the Labor Code; (11) any claims  
19 brought under B&P 17000 et. seq based on the above; (12) any incorporated or related claims  
20 asserted through PAGA; and (13) any and all damages, interest, penalties, attorneys' fees, costs,  
21 and other amounts recoverable under said causes of action under California law, to the extent  
22 permissible, including, but not limited to, the California Labor Code and the applicable Wage  
23 Orders. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not  
24 release any other claims, including claims for vested benefits, wrongful termination, violation of  
25 the Fair Employment and Housing Act, unemployment insurance, disability, social security,  
26 workers' compensation, or claims based on facts occurring outside the Class Period." (Settlement,  
27 § 5.1.) This Release will be deemed effective on the date when Defendant fully funds the entire  
28 ///

1 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the  
2 Individual Class Payments. (Settlement, § 5.)

3 8. Release by Aggrieved Employees: “All Non-Participating Class Members who are  
4 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former  
5 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the  
6 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have  
7 been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including  
8 but not limited to any claim: sections 201-203, 204, 210, 226, 226.3, 226.7, 226(a), 226(e), 510,  
9 1174, 1174.5, 1174(d), 1194, 1197, 1197.1, 1198, 2802, and the corresponding provisions of the  
10 applicable Industrial Wage Order(s); (b) for penalties pursuant to PAGA for (1) any claims for  
11 unpaid compensation or compensation at the incorrect rate (including but not limited to minimum  
12 pay, straight pay, overtime pay, double time pay, sick pay, reporting pay, etc.); (2) any claims for  
13 failure to pay for all hours worked, including, but not limited to, any work performed off-the-clock;  
14 (3) any claims for failure to provide meal periods in accordance with the California Labor Code  
15 and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the  
16 correct rate; (4) any claims for failure to authorize and permit rest periods in accordance with the  
17 applicable California Wage Orders or Labor Code, including any claims regarding failure to pay  
18 premium pay at the correct rate; (5) any claims for failing to pay all wages due twice a month,  
19 including any claims regarding failure to pay premium pay at the correct rate for meal periods not  
20 provided, rest periods not authorized and/or permitted,.” (Settlement, § 5.2.)

21 9. No Reversion: “None of the Gross Settlement Amount will revert to WILLIS  
22 TOWERS.” (Settlement, § 3.1.)

23 10. PAGA Allocation: “PAGA Penalties in the amount of \$40,000 to be paid from the Gross  
24 Settlement Amount, with 75% (\$30,000) allocated to the LWDA PAGA Payment and 25%  
25 (\$10,000) allocated to the Individual PAGA Payments.” (Settlement, § 3.2.5.) Class Counsel  
26 submitted the proposed settlement to the LWDA before filing this Motion for Preliminary  
27 Approval. (Haber Decl., ¶ 9.)

28 ///

1           11. Net Settlement Amount: “means the Gross Settlement Amount, less the following  
2 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA  
3 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel  
4 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be  
5 paid to Participating Class Members as Individual Class Payments.” (Settlement, § 1.28.)

6           12. Distribution Formula: “An Individual Class Payment calculated by: ((a) dividing the  
7 Net Settlement Amount by the total number of Workweeks worked by all Participating Class  
8 Members during the Class Period and (b) multiplying the result by each Participating Class  
9 Member’s Workweeks during the relevant period.” (Settlement, § 3.2.4.) As to PAGA: “The  
10 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the  
11 Aggrieved Employees’ 25% share of PAGA Penalties by the total number of PAGA Period Pay  
12 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the  
13 result by each Aggrieved Employee’s PAGA Period Pay Periods.” (Settlement, § 3.2.5.1.)

14           13. Tax Allocation: “33% of each Participating Class Member’s Individual Class Payment  
15 will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject  
16 to tax withholding and will be reported on an IRS W-2 Form. 67% of each Participating Class  
17 Member’s Individual Class Payment will be allocated to settlement of claims for interest and  
18 penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings  
19 and will be reported on IRS 1099 Forms.” (Settlement, § 3.2.4.1.)

20           14. Class Representative Service Award: “A Class Representative Service Payment of  
21 no more than \$10,000.00 to Plaintiff (in addition to any Individual Class Payment and Individual  
22 PAGA Payment the Class Representative is entitled to receive as a Participating Class Member).”  
23 (Settlement, § 3.2.1.)

24           15. Attorneys’ Fees and Costs: “A Class Counsel Fees Payment of no more \$141,666.67  
25 (one third of the Gross Settlement Amount) and a Class Counsel Litigation Expenses Payment of  
26 not more than \$20,000.00. WILLIS TOWERS will not oppose requests for these payments  
27 provided that do not exceed these amounts.” (Settlement, § 3.2.2.)

28       ///

1           16.     Notice of Proposed Class Action Settlement: The Notice sets forth in plain terms, a  
2 statement of the case, the terms of the Settlement Agreement, the approximate amount of attorneys’  
3 fees, costs, and service awards being sought, and an explanation of how the settlement allocations  
4 are calculated. (Settlement, Ex. A, Class Notice.) Class Members will be notified by first-class  
5 mail of the settlement. (Settlement, § 4.4.1.) CPT Group, Inc., the proposed Settlement  
6 Administrator, will undertake its best efforts to ensure that the notice is provided to the current  
7 addresses of class members, including conducting a national change of address search and re-  
8 mailing the notice to updated addresses. (*Id.*; Haber Decl., ¶ 10, Ex. 2 [Settlement Administrator  
9 Bid].)

### 10     **III.     DISCUSSION**

11           To prevent frauds, collusion, or unfairness to the class, the settlement of a class action  
12 requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-01.) This  
13 Court has wide discretion to determine whether the proposed settlement is fair. (*Mallick v. Super.*  
14 *Ct.* (1979) 89 Cal.App.3d 434, 438.) Fairness is presumed when: (1) the settlement is reached  
15 through arm’s-length bargaining; (2) investigation is sufficient to allow counsel and the court to  
16 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors  
17 is small. (*Dunk*, 48 Cal.App.4th at p. 1800.)

18           In considering whether a settlement is reasonable, the trial court should consider relevant  
19 factors, which may include the strength of plaintiff’s case, the risk, expense, complexity and likely  
20 duration of further litigation, the risk of maintaining class action status through trial, the amount  
21 offered in settlement, the extent of discovery completed and the stage of the proceedings, the  
22 experience and views of counsel, the presence of a governmental participant, and the reaction of  
23 the class members to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168  
24 Cal.App.4th 116, 128.) In order to approve a class action settlement, the court must satisfy itself  
25 that the class settlement is within the “ballpark” of reasonableness. (*Id.* at p. 133.) The record  
26 need not contain an explicit statement of the maximum theoretical recovery. (*Munoz v. BCI Coca-*  
27 *Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 408-9 [holding that *Kullar* does not  
28 require “an explicit statement of the maximum amount the plaintiff class could recover if it

1 prevailed on all its claims”, but instead, only an “understanding of the amount that is in controversy  
2 and the realistic range of outcomes of the litigation.”].)

3 As discussed below, Class Counsel has provided information exceeding the threshold  
4 required to provide this Court with materials and information necessary to determine that the  
5 proposed settlement is fair, adequate, and reasonable.

6 **A. The Settlement Is Fair, Reasonable, Adequate, and the Product of**  
7 **Investigation, Litigation, and Negotiation**

8 **1. The Settlement Is the Product of Discovery, Investigation, and Informed**  
9 **and Non-Collusive Arm’s-Length Negotiations**

10 Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless  
11 evidence to the contrary is offered; thus, there is a presumption here that the negotiations were  
12 conducted in good faith. (Conte & Newberg, *Newberg on Class Actions* (3rd Ed.) § 11.51.)  
13 Settlement is favored, and settlement agreements are realistically assessed. (*Stamburgh v. Super.*  
14 *Ct.* (1976) 62 Cal.App.3d 231, 236; *Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447 [“The  
15 fact that a plaintiff might have received more if the case had been fully litigated is no reason not  
16 to approve the settlement.”].)

17 The Settlement was reached following extensive negotiations following a full day of  
18 mediation with experienced employment mediator, David Phillips, Esq. (Haber Decl., ¶ 7.) The  
19 settlement negotiations were at arm’s length and, although conducted in a professional manner,  
20 were adversarial. (*Id.*) The Parties went into the mediation willing to explore the potential for a  
21 settlement of the dispute, but each side was also prepared to litigate their or its position through  
22 trial and appeal if a settlement had not been reached. (*Id.*) After extensive negotiations and  
23 discussions regarding the strengths and weaknesses of Plaintiff’s claims and Defendant’s defenses,  
24 the Parties reached an agreement. (Haber Decl., ¶ 8.)

25 Prior to reaching this settlement, Class Counsel conducted informal discovery concerning  
26 the claims set forth in the litigation, such as a sample of class member timekeeping and payroll  
27 records, Defendant’s policies and procedures concerning the payment of wages, the provision of  
28 meal and rest breaks, issuance of wage statements, and providing all wages at separation, as well

1 as information regarding the number of putative class members and the mix of current versus  
2 former employees, the wage rates in effect, and the amount of meal and rest period premium wages  
3 paid to class members. (*Id.* at ¶¶ 5-6.) In conjunction with their extensive factual investigation,  
4 Class Counsel investigated the applicable law regarding the claims and defenses asserted in the  
5 litigation. (*Id.*) Thus, Plaintiff and her counsel were able to act intelligently and effectively in  
6 negotiating the proposed Settlement. (*Id.*)

7 Class Counsel also has considerable experience and has demonstrated competence with  
8 litigating wage and hour class actions. (*Id.* at ¶¶ 38-47.) Again, this supports the position that the  
9 terms of the Settlement are premised on objective evidence that has been considered and weighed  
10 in light of the risks, expenses, and time consumption to both sides of continued litigation of this  
11 action.

## 12 **2. The Settlement Is Fair and Reasonable in Light of the Parties’** 13 **Respective Legal Positions**

14 A settlement is not judged against what might plaintiff recover had he prevailed at trial, nor  
15 does the settlement have to provide 100% of the damages sought to be fair and reasonable.  
16 (*Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 246, 250 [“Compromise is inherent  
17 and necessary in the settlement process . . . even if the relief afforded by the proposed settlement  
18 is substantially narrower than it would be if the suits were to be successfully litigated, this is no  
19 bar to a class settlement because the public interest may indeed be served by a voluntary settlement  
20 in which each side gives ground in the interest of avoiding litigation.”].)

21 This settlement avoids the risks and the accompanying expense of further litigation. (Haber  
22 Decl., ¶ 25.) While Plaintiff is confident in the merits of her claims, a legitimate controversy exists  
23 as to each cause of action. (*Id.* at ¶ 24.) Plaintiff also recognizes that proving the amount of wages  
24 due to each class member would be an expensive, time-consuming, and uncertain proposition. (*Id.*)

25 The proposed settlement of \$425,000.00 therefore represents a substantial recovery when  
26 compared to Plaintiff’s reasonably forecasted recovery. (*Id.* at ¶¶ 14-27.) Because of the proposed  
27 Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an  
28 unfavorable judgment. When considering the risks of litigation, the uncertainties involved in

1 achieving class certification, the burdens of proof necessary to establish liability, the probability  
2 of appeal of a favorable judgment, it is clear that the settlement amount of \$425,000.00 is within  
3 the “ballpark” of reasonableness, and preliminary settlement approval is appropriate. (*Id.*) ***Indeed,***  
4 ***each Settlement Class Member is eligible to receive an average net benefit of approximately***  
5 ***\$1,175.34.*** (*Id.* at ¶ 26.)

### 6 **3. Class Counsel Has Extensive Experience in Class Action Litigation**

7 The settlement negotiations were conducted by highly capable and experienced counsel.  
8 Class Counsel have a strong record of vigorous and effective advocacy for their clients and are  
9 experienced in handling complex wage and hour class action litigation. (Haber Decl., ¶¶ 38-47.)  
10 Although Plaintiff and her counsel were prepared to litigate the claims alleged in the litigation,  
11 they support the proposed Settlement as being in the best interests of the class.

#### 12 **B. The Proposed Class Notice of Settlement Should Be Approved**

13 The proposed Notice, in the form attached to the Settlement Agreement, should be approved  
14 for dissemination to the class. The Notice informs the class of the terms of the settlement and of  
15 their rights to be excluded from the settlement. And if there are class members who wish to object  
16 to this proposed class action settlement, they will have the opportunity to file their objections and  
17 be heard at the Final Approval Hearing. Accordingly, the proposed Notice meets all the  
18 requirements of Rule 3.769(f) of the California Rules of Court.

#### 19 **C. The Proposed Attorneys’ Fees and Costs Are Reasonable**

20 Under the Settlement, subject to the Court’s approval, Defendant agrees to pay Class  
21 Counsel reasonable attorneys’ fees in amount of \$141,666.67, which is 1/3 of the Gross Settlement  
22 Amount, and up to \$20,000.00 in costs. These amounts are disclosed to all class members in the  
23 proposed Notice and are reasonable.

#### 24 **1. Class Counsel Request an Award of Fees Based on the “Common Fund”** 25 **Method**

26 California courts have long awarded attorneys’ fees as a percentage of the benefit created  
27 by counsel in creating a common fund. The California Supreme Court held that “when a number  
28 of persons is entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs

1 for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs  
2 may be awarded attorneys' fees out of the fund." (*Serrano v. Priest* (1977) 20 Cal.3d 25, 34,  
3 quoting *D'Amico v. Bd. of Medical Examiners* (1974) 11 Cal.3d 1.)

4 Class Counsel seeks an award of attorneys' fees on the "percentage of recovery/common  
5 fund" theory. The purpose of this approach is to "spread litigation costs proportionally among all  
6 the beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Vincent v.*  
7 *Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *Quinn v. State of California* (1995)  
8 15 Cal.3d 162, the California Supreme Court stated: "[O]ne who expends attorneys' fees in  
9 winning a suit which creates a fund from which others derive benefits may require those passive  
10 beneficiaries to bear a fair share of the litigation costs." (*Id.* at p. 167.) Similarly, in *City and*  
11 *County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California Supreme Court recognized  
12 that the common fund doctrine has been applied "consistently in California when an action brought  
13 by one party creates a fund in which other persons are entitled to share." (*Id.* at p. 110.)

14 The California Supreme Court affirmed in *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th  
15 480 that, "when class action litigation establishes a monetary fund for the benefit of the class  
16 members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the  
17 court may determine the amount of a reasonable fee by choosing an appropriate percentage of the  
18 fund created." (*Id.* at p. 503.) The court explained: "The recognized advantages of the percentage  
19 method—including relative ease of calculation, alignment of incentives between counsel and the  
20 class, a better approximation of market conditions in a contingency case, and the encouragement  
21 it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—  
22 convince us the percentage method is a valuable tool that should not be denied our trial courts."  
23 (*Id.* [internal citations omitted].)

## 24 **2. The Requested Fee Award Is in Line with Typical Cases**

25 According to a leading treatise on class actions, "[n]o general rule can be articulated on  
26 what is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on  
27 a reasonable fee award from a common fund in order to assure that the fees do not consume a  
28 disproportionate part of the recovery obtained for the class, although somewhat larger percentages

are not unprecedented.” (*See* Conte & Newberg, Newberg on Class Actions (3rd Ed.) § 14.03.) Attorneys’ fees that are fifty percent of the fund are typically considered the upper limit, with thirty to forty percent commonly awarded in cases where the settlement is relatively small. (*Id.*; *see also* *Van Vranken v. Atlantic Richfield Company* (N.D. Cal. 1995) 901 F. Supp. 294 [stating that most cases where 30-50 percent was awarded involved “smaller” settlement funds of under \$10 million].)

Here, Plaintiff requests attorneys’ fees equal to 1/3 of the Gross Settlement Amount, which is in line with the prevailing guidelines established in California case law and academic literature and is consistent with awards in California. (*See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n.11 [“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.”].) Accordingly, Plaintiff respectfully requests that the Court approve the attorneys’ fees as negotiated by the Parties and requested herein.

### **3. This Matter Involves A “Fee-Shifting” Provision of the Labor Code**

Labor Code § 1194 (a) provides for the recovery of “minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Under this section, Plaintiff would be permitted to recover their actual attorneys’ fees, even if those fees were larger than the total class recovery at the conclusion of this case. This settlement is beneficial in that it limits the risk of continued expenses and consumption of time, energy, and resources facing Defendant while at the same time rewarding Class Counsel for their decision to assume risk by taking on this matter. In fact, prosecution of this action involved significant financial risk for Class Counsel. (Haber Decl., ¶¶ 36-37.) Class Counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. (*Id.*) Once counsel undertook this litigation on behalf of the Class, Class Counsel committed to pursue it to its conclusion, placing its fiduciary duty to the Class ahead of all other concerns.

### **4. The Experience, Reputation and Ability of Class Counsel Support the Requested Fee Award**

As demonstrated by their past experience in pursuing class actions on behalf of consumers

1 and employees, Class Counsel possess considerable expertise in litigating class actions. (Haber  
2 Decl., ¶¶ 38-47.) Class Counsel has been involved as lead counsel or co-counsel in several class  
3 actions that resulted in millions in recovery. (*Id.*) Because it is reasonable to compensate class  
4 counsel commensurate with their skill, reputation and experience, Class Counsel’s requested fee  
5 award is supported here.

6 Class Counsel’s experience in wage and hour class actions was integral in evaluating the  
7 strengths and weaknesses of the case against Defendant and the reasonableness of the settlement.  
8 Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning  
9 the rapidly evolving substantive law (state and federal), as well as the procedural law of class  
10 action litigation. Based on these and other factors, Class Counsel has frequently received fee  
11 awards of this percentage from the gross recovery for the class. Therefore, the requested fee award  
12 is reasonable and fair.

13 **D. The PAGA Allocation is Reasonable**

14 Where settlements negotiate a good faith amount for PAGA penalties and “there is no  
15 indication that this amount was the result of self-interest at the expense of other” class members,  
16 such amounts are generally considered reasonable. (*Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr.  
17 3, 2009) No. CV-08-0844 EDL, 2009 WL 928133 at \*1, 9.) Courts have approved amounts for  
18 PAGA penalties in the range of zero to two percent of the total maximum amount of the Settlement.  
19 (*Id.* [approving a PAGA payment of 0.3%, or \$1,500]; *see also Jack v. Hartford Fire Ins. Co.* (S.D.  
20 Cal. Oct. 13, 2011) 2011 WL 4899942 at \*6 [approving a PAGA payment of 0.25%]; *McKenzie v.*  
21 *Fed. Express Corp.* (C.D. Cal. Jan. 23, 2012) 2012 WL 12882124 at \*5 [acknowledging that courts  
22 approve PAGA claim settlements in the range of zero to two percent of the total settlement].) Here,  
23 the amount to be paid to the LWDA is larger than many other PAGA settlement amounts approved  
24 by the courts where seemingly nominal amounts were allocated for such claims. (*See, e.g., Zubia*  
25 *v. Shamrock Foods Co.* (C.D. Cal. Dec. 21, 2017) No. CV1603128ABAGRX, 2017 WL 10541431,  
26 at \*14 [approving a PAGA settlement of 0.1%]; *Hopson, supra*, 2008 WL 3385452, at \*1  
27 [approving a PAGA settlement of 0.3% or \$1,500]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.  
28 Oct. 31, 2012) No. 1:10-CV-0324 AWI SKO, 2012 WL 5364575, at \*3 [approving a PAGA

1 settlement of 0.27%].) Here, the Parties negotiated a good faith amount of \$40,000.00, 75%  
2 percent of which (\$30,000.00) will be paid to the LWDA and 25% (\$10,000.00) to be distributed  
3 to the Aggrieved Employees. (Settlement, § 3.2.5.) The \$40,000.00 settlement amount equates to  
4 approximately 9.4% of the Gross Settlement Amount, which far exceeds amounts that are routinely  
5 approved. The Parties negotiated to allocate 9.4% of the Settlement to PAGA penalties in good  
6 faith and this amount is reasonable considering that the maximum PAGA penalties were estimated  
7 at \$584,000 (which assumed \$100 per pay period). (Haber Decl., ¶ 22.)

8 **E. The Service Award to Plaintiff Is Reasonable**

9 Named plaintiffs in class action lawsuits “are eligible for reasonable incentive payments to  
10 compensate them for the expense or risk they have incurred in conferring a benefit on other  
11 members of the class.” (*Munoz, supra*, 86 Cal.App.4th at p. 412.) Courts routinely grant approval  
12 of class action settlement agreements containing enhancements for the class representatives, which  
13 are necessary to provide incentive to represent the class, and are appropriate given the benefit the  
14 class representatives help to bring about for the class. (*See Rodriguez v. W. Publ'g Corp.* (9th Cir.  
15 2009) 563 F.3d 948, 958-59.)

16 Service awards are particularly important to plaintiffs in wage and hour cases because they  
17 promote the important public policies underlying the wage and hour laws. This strong policy is  
18 codified in California Labor Code § 90.5, which provides, “it is the policy of this state to vigorously  
19 enforce minimum labor standards in order to ensure employees are not required or permitted to  
20 work under substandard unlawful conditions . . . .” Nonetheless, the California Supreme Court has  
21 noted that “retaliation against employees for asserting statutory rights under the Labor Code is  
22 widespread,” despite anti-retaliation statutes designed to protect employees. (*Gentry v. Super. Ct.*  
23 (2007) 42 Cal.4th 443, 460-61.) In this context, class representatives should be rewarded for  
24 assuming the risk of retaliation for the sake of class members. (*See Frank v. Eastman Kodak Co.*  
25 (W.D.N.Y. 2005) 228 F.R.D. 174, 187.)

26 Under the settlement agreement, subject to the Court’s approval, Defendant agreed to pay  
27 a Service Award in the amount of \$10,000.00 to named Plaintiff Tiffany Robinson. This amount  
28 is also in exchange for Plaintiff’s general release of all claims against Defendant. Courts routinely

1 approve enhancement awards in excess of \$10,000.00 for plaintiffs represented by Class  
2 Counsel. (See, e.g., *Moreno v. Pretium Packaging, L.L.C.* (C.D. Cal. Aug. 6, 2021) 2021 WL  
3 3673845, \*3 [“The Court concludes a \$10,000 incentive award is appropriate.”]; *Suarez v. Bank of*  
4 *America, National Association* (N.D. Cal., Jan. 11, 2024, No. 18-CV-01202-LB) 2024 WL 150721,  
5 at \*4 [“The court approves awards of \$10,000 for each class representative.”].) Class Counsel  
6 represents that Plaintiff devoted a great deal of time and work assisting counsel in the case,  
7 communicated with counsel frequently for litigation and to prepare for mediation, and was  
8 frequently in contact with Class Counsel during the mediation. (See generally Plaintiff’s  
9 declaration; Haber Decl., ¶¶ 28-32.) This amount is reasonable particularly in light of the  
10 substantial benefits Plaintiff generated for all class members. (*Id.*)

11 When compared with the amounts awarded in typical class action cases, the amount  
12 requested here is particularly reasonable. Indeed, a **2006** study examining the average incentive  
13 award given to class action plaintiffs from **1993 to 2002** found that the “average award per class  
14 representative was \$15,992 and the median award per class representative was \$4,357.” (Eisenberg  
15 & Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study* (2006) 53 UCLA L.Rev.  
16 1303, 1308.) That same study found that named plaintiffs in employment discrimination class  
17 actions received an average award of \$69,850 and a median award of \$31,081, while named  
18 plaintiffs in other employment class actions received an average award of \$12,121 and a median  
19 award of \$13,059. (*Id.* at p. 1334.) The authors of the study found that higher awards in  
20 employment cases reflected the “courts’ wish to make representative plaintiffs whole by  
21 compensating them for the high costs of their service to the class, including risks of stigmatization  
22 or retaliation on the job.” (*Id.* at p. 1308.)

#### 23 **IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED**

##### 24 **A. Legal Standard**

25 The proposed Settlement Class is well suited for class certification. All of the claims derive  
26 from a core set of alleged violations of California’s wage and hour laws and regulations. For the  
27 reasons set forth more fully below, for purposes of settlement only, the Class satisfies the  
28 prerequisites for certification under Code of Civil Procedure § 382. Section 382 provides: “when

1 the question is one of a common or general interest, of many persons, or when the parties are  
2 numerous, and it is impracticable to bring them all before the court, one or more may sue or defend  
3 for the benefit of all.” (Code Civ. Proc., § 382.) There are two requirements to section 382: “(1)  
4 [t]here must be an ascertainable class; and (2) there must be a well-defined community of interest  
5 in the questions of law and fact involved affecting the parties to be represented.” (*Daar v. Yellow*  
6 *Cab Co.* (1967) 67 Cal. 2d 695, 704 [citations omitted].) To clarify these requirements, the  
7 California Supreme Court has looked to Federal Rule of Civil Procedure 23 to explain that the  
8 community-of-interest requirement itself embodies three factors: “(1) predominant questions of  
9 law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class  
10 representatives who can adequately represent the class.” (*Richmond v. Dart Indus., Inc.* (1981) 29  
11 Cal. 3d 462, 470.)

12 California law and policy favor the fullest and most flexible use of the class action device.  
13 (*Id.* at pp. 469-73.) Indeed, “Courts long have acknowledged the importance of class actions as a  
14 means to prevent a failure of justice in our judicial system” particularly where the rights of  
15 consumers are at issue. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 434.) Any doubt as to  
16 the appropriateness of class treatment should be resolved in favor of certification. (*Richmond,*  
*supra*, 29 Cal.3d at pp. 473-75.)

17 **B. Plaintiff Maintains That the Criteria for Class Certification Are Satisfied for**  
18 **Settlement Purposes.**

19 **1. The Class is Ascertainable and Numerous**

20 The proposed class that Plaintiff seeks to represent is easily ascertainable and includes  
21 approximately 173 employees of Defendant.

22 Plaintiff maintains that there is an easily ascertainable class, defined by objective and  
23 precise criteria. Because class members are identified using specific criteria in the regular business  
24 records of Defendant, i.e., job position, the class is ascertainable. (*Wilner v. Sunset Life Ins. Co.*  
25 (2000) 78 Cal.App.4th 952, 959-60 [class membership defined by ownership of product that is the  
26 subject of the lawsuit is sufficient to make the class ascertainable].)

27 “The requirement of Code of Civil Procedure section 382 that there be ‘many’ parties to a  
28 class action suit is indefinite and has been construed liberally.” (*Rose v. City of Hayward* (1981)

1 126 Cal.App.3d 926, 934.) “Where a question is of common interest to ‘many’ persons, an action  
2 may be maintained as a class action even where the parties are numerous and it is in fact practicable  
3 to join them all.” (*Id.*) “No set number is required as a matter of law for the maintenance of a  
4 class action.” (*Id.*) “Thus, our Supreme Court has upheld a class representing the 10 beneficiaries  
5 of a trust in an action for removal of the trustees.” (*Id.*, citing *Bowles v. Super. Ct.* (1955) 44 Cal.2d  
6 574; *see also Collins v. Rocha* (1972) 7 Cal.3d 232 [upholding a 35 member class.]) Therefore,  
7 Plaintiff contends that numerosity is plainly satisfied.

## 8 **2. There are Many Common Issues of Law and Fact Which Predominate**

9 The Court should grant conditional class certification for settlement purposes here on the  
10 grounds that questions of law and fact common to all class and subclass predominate over any  
11 individual questions. This inquiry tests whether proposed classes are sufficiently cohesive to  
12 warrant adjudication by representation. (*See, e.g., Clothesrigger, Inc. v. GTE Corp.* (1987) 191  
13 Cal.App.3d 605.)

14 Here, the employment practices at issue are: whether Defendant had legally compliant  
15 policies and practices for all hours worked, including overtime wages; whether Defendant had  
16 legally compliant policies and practices for pay sick time properly; whether Defendant had legally  
17 compliant policies and practices to provide employees with meal periods; whether Defendant had  
18 legally compliant policies and practices authorizing and permitting its employees to take rest  
19 periods; whether Defendant reimbursed employees for business expenses; whether payment of  
20 wages during employed was timely; whether final payment of wages was untimely and excluded  
21 unpaid wages, including meal and rest period premium wages; whether wage statements were  
22 consequently non-compliant; and whether Defendant failed to keep requisite payroll records.  
23 Plaintiff contends that the factual and legal issues are the same for all of the identified class  
24 members, including Plaintiff. Further, all class members suffered from, and seek redress for, the  
25 same alleged injuries.

## 26 **3. Plaintiff’s Claims Are Typical of the Claims of the Class**

27 The typicality requirement does not focus on the individual characteristics or circumstances  
28 of the representative plaintiff compared to those of the remainder of the class, but rather upon the  
typicality of the proposed representative’s claims as they relate to the defendant’s conduct and

activities. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47 [“[t]he only requirements are that common questions of law and fact predominate and that the class representative be similarly situated” vis-à-vis the class.].) A representative plaintiff’s claims are typical of the class if they arise from the same event, practice or course of conduct, and if the claims rest on the same legal theories. (*Id.*) That is precisely the case here. Plaintiff is a former employee of Defendant; as such, she alleges that she was subject to the same policies and practices as other similarly situated employees.

#### 4. Plaintiff and Her Counsel Meet the Adequacy Requirement

The adequacy of representation requirements 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. Bank of America* (1976) 60 Cal.App.3d 442, 451.)

All of these requirements are met here for settlement purposes. Plaintiff retained counsel with extensive experience in prosecuting complex class actions, including similar class actions that previously settled. (Haber Decl., ¶¶ 38-47.) Class Counsel unquestionably is “qualified, experienced and generally able to conduct the proposed litigation.” (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 875.) In addition, Plaintiff has no conflicts, and Plaintiff has, with counsel, litigated this case and diligently reviewed the settlement terms, showing their dedication. Plaintiff’s willingness to serve as a representative demonstrates her serious commitment to bringing about the best results possible for the class. (*McGhee, supra*, 60 Cal.App.3d at p. 451.)

#### 5. A Class Action is Superior to a Multiplicity of Litigation

Finally, in making its class certification decision, the Court must determine that a class action would be superior to alternative means for the fair and efficient adjudication of the litigation. By consolidating many potential individual actions into a single proceeding, this Court’s use of the class action device enables it to manage this litigation in a manner that serves the economics of time, effort and expense for the litigants and the judicial system. Absent class treatment, similarly-situated employees with small but nevertheless meritorious claims for damages would, as a practical matter, have no means of redress because of the time, effort and expense required to prosecute individual actions. (*Gentry, supra*, 42 Cal.4th at pp. 457-62; *Leyva v. Medline Ind.* (9th

1 Cir. 2013) 716 F.3d 510, 515.) Moreover, in the context of settlement, the superiority concerns  
2 are essentially non-existent.

3 **V. THE PROPOSED NOTICE IS CONSTITUTIONALLY SOUND**

4 **A. The Proposed Notice Plan Satisfies Due Process**

5 Notice requirements are set forth in the California Rules of Court. (Cal. Rules of Court,  
6 Rule 3.766 (e), (f).) California law vests the Court with broad discretion in fashioning an  
7 appropriate notice program. (*Cartt v. Super Ct.* (1975) 50 Cal.App.3d 960, 973-74.) There is no  
8 statutory or due process requirement that all class members receive actual notice, but in this matter,  
9 the class members will receive direct mailed notice. As the Court of Appeals has explained, “[t]he  
10 notice given should have a reasonable chance of reaching a substantial percentage of the Class  
11 Members . . . .” (*Id.* at p. 974.) In this case, notice of the proposed settlement will be provided  
12 by direct mailing, the best possible form of notice.

13 **B. The Notice is Accurate and Informative**

14 The proposed Notice should be approved. It will be disseminated through direct U.S. first  
15 class mail to the last known address for each Class Member. It informs the Class Members of the  
16 terms of the settlement and their right to be excluded from the Settlement. And if there are Class  
17 Members who wish to object to this proposed class action settlement, they will have the  
18 opportunity to file their objections and be heard at the Final Approval Hearing.

19 The Notice also fulfills the requirement of neutrality in class notices. (Conte & Newberg,  
20 *Newberg on Class Actions* (3rd Ed.) § 8.39.) It summarizes the proceedings to date and the  
21 terms and conditions of the settlement agreement, in an informative and coherent manner. It  
22 makes clear that the settlement agreement does not constitute an admission of liability by the  
23 Defendant, who denies all liability, and it recognizes that this Court has not ruled on the merits  
24 of the action. It also states that the final settlement approval decision has yet to be made. The  
25 Notice thus complies with the standards of fairness, completeness, and neutrality required of a  
26 combined settlement-certification class notice.

26 **VI. CONCLUSION**

27 For the foregoing reasons, Plaintiff respectfully requests that the Court grant preliminary  
28 approval of the proposed settlement and set a Final Approval Hearing.

Dated: August 27, 2025

Respectfully submitted,

WILSHIRE LAW FIRM

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*Robinson v. Willis Towers Watson US, LLC, et al.*  
37-2021-00036978-CU-OE-CTL

## 1 PROOF OF SERVICE