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individually and on behalf of all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ALBERT THOMPCKINS and NATALIE
KATIE BERNICE JOHNSON, Individually
and on behalf of the general public as private
attorney general,

Plaintiffs,

v.

HOST INTERNATIONAL INC., dba HMS
HOST, a Delaware Corporation; and DOES 1-
50, inclusive,

Defendants.

Case No. 21STCV20440

Hon. Nicholas F. Daum
Dept. 47 (Stanley Mosk)

**PLAINTIFFS ALBERT THOMPCKINS'
AND NATALIE KATIE BERNICE
JOHNSON'S RESPONSE IN
OPPOSITION TO OBJECTION IN
SUPPORT OF FINAL APPROVAL**

Date: May 12, 2026
Time: 9:00 a.m.
Dept.: 47

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1 Plaintiffs Albert Thompkins and Natalie Katie Bernice Johnson (“Plaintiffs”), individually
2 and as class representatives of all Class Members and aggrieved employees (collectively, with
3 Named Plaintiffs, the “Settling Class”), respectfully submit this response to Class Member Oscar
4 Ernesto Molina’s (“Objector” or “Mr. Molina”) Objection to the Settlement.

5 **I. INTRODUCTION**

6 As discussed herein, Mr. Molina’s objection should be overrule by the Court for two
7 reasons: (1) Mr. Molina’s objection is invalid and improper as it was not submitted to the
8 Settlement Administrator pursuant to the terms of the settlement agreement and class notice, and
9 (2) Mr. Molina has not raised any concerns that the current Settlement is not fair, reasonable, or
10 adequate to the class in any manner. Rather, the objection appears to take issue with Mr. Molina’s
11 personal claim against Defendant for an alleged sign-on bonus he believes he is owed.

12 **II. MR. MOLINA’S OBJECTION SHOULD BE OVERRULED AS IT WAS NOT**
13 **PROPERLY SUBMITTED TO THE SETTLEMENT ADMINISTRATOR**

14 As an initial matter, Mr. Molina did not submit his written objection to the Settlement
15 Administrator according to the instructions provided in the Class Notice. Pursuant to the Class Notice that
16 was distributed to Class Members by the Settlement Administrator, Class Members were instructed that
17 for written objections to be valid, “[a]ll written objections, supporting papers and/or notices of intent
18 to appear at the Final Approval Hearing must: (a) clearly identify the case name and number (as
19 *Albert Thompkins et al. v. Host International Inc., dba HMS Host.*, Case No. 21STCV20440); (b)
20 contain your name, address, and telephone number and; (c) state all legal and factual grounds for
21 your objection; (d) be filed with the Superior Court of California, County of Los Angeles, 111 N.
22 Hill Street, Los Angeles, CA 90012; (e) be signed by your and/or your legal representative; (f) be
23 mailed to the Settlement Administrator at Apex Class Action LLC, PO Box 54668, Irvine, CA
24 92619; and (d) be filed and postmarked on or before March 31, 2026.”

25 Here, Mr. Molina’s objection fails to incorporate the required information as indicated in
26 the Class Notice and also fails to adhere to the submission requirements for written objections.
27 Therefore, Mr. Molina’s objection should be overruled as invalid and improper.
28

1 **III. MR. MOLINA’S OBJECTION SHOUL DBE OVERRULED AS IT DOES NOT**
2 **ATTACK THE SETTLEMENT’S FAIRNESS, ADEQUACY, OR**
3 **REASONABLENESS**

4 At the final approval stage, the primary inquiry is whether the proposed settlement “is
5 fundamentally fair, adequate, and reasonable.” *Noll v. eBay, Inc.*, 309 F.R.D. 593, 602 (N.D. Cal.
6 2015) (citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998)). Objectors to a
7 class settlement bear the burden of proving assertions they raise challenging the reasonableness of
8 a class settlement. *Id.* at 611. For the Court to consider objections to a class settlement, the
9 substance of the objections must go to settlement's fairness, reasonableness, or adequacy. *See*,
10 e.g., *Noll v. eBay, Inc.*, supra at 611 (overruling three objections to class settlement because "none
11 raise[d] any substantive concerns about the fairness, reasonableness, or adequacy of the
12 [settlement]"); *Nunez v. BAE Systems San Diego Ship Repair Inc.*, 292 F. Supp. 3d 1018, 1041
13 (S.D. Cal. 2017) (overruling objections as they do not speak to whether settlement s fair,
14 reasonable, and adequate).

15 Here, Mr. Molina does not object to the terms of the Settlement as being unfair,
16 unreasonable, or inadequate. Instead, Mr. Molina’s objection appears to be rooted in his own
17 personal grievance against Defendant for a purported sign-on bonus that he claims he is owed.
18 (Administrator Declaration of Katie Tran on behalf of APEX Class Action LLC, (“Tran Decl.”) ¶
19 13. Exh. C). Mr. Molina’s objection is solely based on his belief that Defendant owes him \$800,
20 but Mr. Molina does not raise any issues pertaining to the Settlement, or that he believes the
21 Settlement to be unfair, unreasonable, or inadequate as to the Class. As such, Mr. Molina’s
22 objection is based only on his personal grievance, which is an irrelevant and improper ground for
23 an objection to the Class Settlement.

24 As the Court is aware, a class member can only object to a class settlement if he or she
25 objects to the terms of the settlement as unfair, inadequate, or unreasonable. Mr. Molina’s
26 objection, however, does not raise any substantive concerns regarding any of these factors. *See*
27 *Nunez v. BAE Systems San Diego Ship Repair Inc.*, 292 F. Supp. 3d 1018, 1041 (S.D. Cal. 2017)
28 (overruling objection since it appeared personal to the objector and did not speak to overall

1 fairness or value of settlement itself).

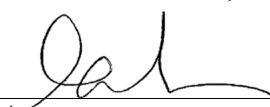
2 Finally, while Mr. Molina did not raise any substantive concerns regarding the Settlement,
3 Mr. Molina did have the opportunity to opt out of the Settlement had he felt strongly against the
4 Settlement. However, Mr. Molina chose to remain part of the Class and benefit from the
5 Settlement. Plaintiffs has confirmed with the Settlement Administrator that Mr. Molina has not
6 opted out and is in fact a Class Member. As such, his objection should be overruled and
7 disregarded.

8 **IV. CONCLUSION**

9 Plaintiffs respectfully request the Court overrule Mr. Molina's objection for: (1) it was
10 improperly submitted and should be deemed as invalid and (2) it does not raise any substantive
11 concerns regarding the Settlement's fairness, reasonableness, or adequacy.

12 Dated: April 20, 2026

Respectfully submitted,
JAMES HAWKINS, APLC

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15 By: 

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Gregory Mauro
Michael Calvo

17 Attorney for Plaintiffs and the Class
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