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

PERLA MARIN, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

HB LEISURE, INC., a Florida corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2021-00048225-CU-OE-CTL

(Assigned to the Honorable Eddie C. Sturgeon,
Department 67)

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

Date: February 16, 2024
Time: 9:00 a.m.
Dept.: 67

Action Filed: November 12, 2021
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on February 16, 2024, at 9:00 a.m., or as soon
3 thereafter as the matter may be heard, before the Honorable Eddie C. Sturgeon, judge
4 presiding, in Department 67 of the above referenced Court, located at 330 W. Broadway, San
5 Diego, California 92101, Plaintiff Perla Marin (“Plaintiff”) will seek an Order:

6 (1) Granting final approval to the Class Action Settlement Agreement (“Stipulation”
7 or “Settlement Agreement”) in this action;

8 (2) Approving distribution of the settlement funds to the Class Members and PAGA
9 Members pursuant to the terms of the Settlement Agreement;

10 (3) Approving Plaintiff’s request for an award of the Class Representative Service
11 Award of \$5,000.00 to Plaintiff pursuant to the terms of the Settlement Agreement;

12 (4) Approving Class Counsel’s request for an award of attorneys’ fees of one-third
13 (1/3) of the \$96,307.21 Gross Settlement Amount, or \$32,102.40, and reimbursement of actual
14 litigation costs of \$3,710.17, pursuant to the terms of the Settlement Agreement;

15 (5) Approving Plaintiff’s request for payment of the settlement administration costs
16 to Phoenix Settlement Administrators in the amount of \$5,950.00, pursuant to the terms of the
17 Settlement Agreement;

18 (6) Approving the PAGA Payment of \$4,000.00 pursuant to California Labor Code
19 section 2699(l), 75% of which (\$3,000.00) will be distributed to the California Labor &
20 Workforce Development Agency (“LWDA”) and 25% of which (\$1,000.00) will be distributed
21 to Aggrieved Employees, pursuant to the terms of the Settlement Agreement; and

22 (7) Entering final judgment as to all members of the Class in this action.

23 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which
24 provides for court approval of the settlement of a purported class action and allows the Court
25 to grant final certification of a class for settlement purposes. This Motion is also made pursuant
26 to Section 2699(l) of the California Labor Code. In light of the overwhelmingly positive
27 response, as shown by the lack of objections to the settlement and requests for exclusion, there
28 is no question that the settlement is fair, reasonable, and adequate, and thus should be granted

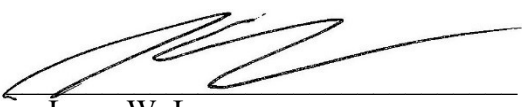
1 final approval.

2 This Motion will be based on the attached Memorandum of Points and Authorities and
3 the supporting Declarations of Larry W. Lee, Christine S. Lee, William L. Marder, Edward W.
4 Choi, and Plaintiff Perla Marin, and Mayra J. Gonzalez of Phoenix Settlement Administrators,
5 the oral arguments of counsel (should there be any), and on the complete records and file
6 herein.

7
8 DATED: January 24, 2024

DIVERSITY LAW GROUP, P.C.

9
10 By:


Larry W. Lee

Christine S. Lee

Attorneys for Plaintiff and the Class
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1 **I. INTRODUCTION**

2 Plaintiff Perla Marin (“Plaintiff”) now seeks the Court’s final approval of the Class
3 Action Settlement Agreement (“Stipulation” or “Settlement Agreement”) with Defendant HB
4 Leisure, Inc. (“Defendant”). In sum, the Settlement Agreement provides for a \$96,307.21 **non-**
5 **reversionary** fund to be created for the benefit of the Class,¹ from which attorneys’ fees,
6 litigation costs, service award to the Plaintiff, PAGA penalties, and costs of settlement
7 administration are to be paid. The entire net settlement fund after these deductions will be paid
8 to all Class Members who did not opt-out of the settlement (“Participating Class Members”).
9

10 The history of this litigation was previously detailed in Plaintiff’s Preliminary
11 Approval Motion. This Court preliminarily approved this settlement on October 6, 2023,
12 directing distribution of class notice and scheduling the hearing for final approval of settlement
13 (the “Preliminary Approval Order”).

14 As directed by the Court, the Settlement Administrator distributed the Notice of
15 Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Settlement
16 Notice”) to 256 Class Members. Declaration of Mayra Gonzalez (“Admin. Decl.”) ¶ 3. The
17 deadline for Class Members to submit requests for exclusion or file objections is February 7,
18 2024.² Admin. Decl. ¶¶ 8-9. To date, no requests for exclusion have been submitted to the
19 Settlement Administrator. *Id.* ¶ 8. Further, no objections to the settlement have been submitted
20 by any Class Members. *Id.* ¶ 9. As such, there is a **100%** participation rate by Class Members
21 thus far. In light of this overwhelmingly positive response from Class Members, an inference
22 can be made that the Class supports the Court’s Preliminary Approval Order finding that the
23 Settlement Agreement is fair and reasonable. Declaration of Larry W. Lee (“L. Lee Decl.”) ¶ 6.
24

25 In addition to the results of the notice process, for the same reasons as set forth earlier
26

27 ¹ The “Class” as preliminarily approved by the Court consists of all individuals who are or
28 previously were employed by Defendant who were classified as non-exempt employees who
were paid a bonus and overtime wages in the same period and who were employed in
California during the Class Period.

² Plaintiff will file a Supplemental Declaration after February 7, 2024 to update the court on
whether there have been any additional objections or requests for exclusion.

1 in Plaintiff's Motion for Preliminary Approval of Class Action Settlement, the following
2 represent the basic points previously covered that support approval of the settlement:

3 ▪ The settlement provides a total settlement sum of \$96,307.21 which is **non-**
4 **reversionary**;

5 ▪ The settlement is fair given that all Class Members will receive (*after deductions*
6 *for fees, costs, etc.*) a substantial amount—on average, approximately \$177.91 to each
7 Participating Class Member, with the estimated highest individual settlement payment being
8 \$1,238.47 (*See* Admin. Decl. ¶ 12);

9 ▪ Class Members did **not** need to submit claim forms to participate in the
10 settlement, but will automatically receive a check for their individual share of the settlement;

11 ▪ The allocation reflects that payment of claims will be paid to all Class Members
12 on a pro-rata basis, based on the number of pay periods worked by each Class Member during
13 the Class Period;

14 ▪ Plaintiff's counsel conducted significant investigation in this case, including
15 conducting formal and informal discovery and significant exchanges of information regarding
16 class data, payroll data for the class, time and payroll records for class members, and
17 Defendant's various policy documents necessary for Plaintiff to fully evaluate this case;

18 ▪ A highly regarded administrator, Phoenix Settlement Administrators
19 ("Phoenix"), was retained; and

20 ▪ The California Labor and Workforce Development Agency ("LWDA") will also
21 be a beneficiary of this settlement as it will receive \$3,000.00 pursuant to the PAGA, should
22 this settlement be granted final approval. Timely notice of the PAGA settlement was provided
23 to the LWDA pursuant to California Labor Code § 2699(1)(2) and no objections to the
24 settlement by the LWDA were received by Class Counsel. L. Lee Decl. ¶ 8.

25 In sum, in light of the settlement administration process and the results thereof, the lack
26 of any opt-outs, and the amount of class funds being paid out to the Class Members, the Court
27 should confirm its preliminary approval as this process supports the Court's initial finding that
28 the settlement is fair and reasonable. Accordingly, the Court should grant Final Approval

1 consistent with the Preliminary Approval Order.

2 **II. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE SETTLEMENT**

3 The notice procedures required by the Preliminary Approval Order have been followed
4 and satisfy all due process rights of Class Members. The Preliminary Approval Order
5 contemplated that the Settlement Notice, as approved in the Preliminary Approval Order, be
6 sent to all Class Members by first class mail, as specified in the settlement. The Preliminary
7 Approval Order contemplated, further, that Phoenix would serve as the Settlement
8 Administrator.

9 As clearly stated in the Declaration of Mayra J. Gonzalez on behalf of Phoenix
10 Settlement Administrators, notice was provided to all Class Members as required by the
11 Preliminary Approval Order. Admin. Decl. ¶ 5. On November 7, 2023, the Settlement
12 Administrator received a Class Member mailing list from Defendant's counsel that included
13 256 Class Members. *Id.* ¶ 3. Prior to mailing the Settlement Notice, the Settlement
14 Administrator conducted a National Change of Address (NCOA) search to correct and/or
15 update the class list in case of any address changes. *Id.* ¶ 4.

16 On November 9, 2023, the Settlement Administrator sent each Class Member a
17 Settlement Notice via first class mail. Admin. Decl. ¶ 5. From the date of mailing, 43
18 Settlement Notices were returned to the Settlement Administrator due to incorrect addresses.
19 *Id.* ¶ 6. The Settlement Administrator conducted skip tracing to identify updated addresses for
20 the 43 Settlement Notice packets, and subsequently re-mailed them via U.S. first class mail. *Id.*
21 Of the 43 Settlement Notices that were skip traced, 29 updated addresses were obtained and
22 Settlement Notices were promptly re-mailed to those Class Members via first class mail. *Id.* As
23 of the date of this declaration, 14 Settlement Notices are considered undeliverable. *Id.* ¶ 7.

24 The provision of sending the Settlement Notice to Class Members as described above
25 meets the requirements for the "best notice practicable" in this case as necessary to protect the
26 due process rights of class members. *See, e.g., Phillips Petroleum Co. v. Shutts*, 472 U.S. 797,
27 811-12 (1985) (provision of "best notice practicable" with description of the litigation and
28 explanation of opt-out rights satisfies due process); *Eisen v. Carlisle & Jacquelin*, 417 U.S.

1 156, 174-75 (1974) (individual notice must be sent to class members who can be identified
2 through reasonable means); *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314
3 (1950) (best practicable notice is that which is “reasonably calculated, under all the
4 circumstances, to apprise interested parties of the pendency of the action and afford them an
5 opportunity to present their objections”).

6 Here, the Class Members were sent a mailing regarding the settlement that satisfies due
7 process rights. The mailing described the litigation and settlement, provided an explanation of
8 the terms of the settlement, explained Class Members’ rights, allowed Class Members to seek
9 additional information, and explained ways for Class Members to opt out or object, if so
10 desired. The Settlement Notice also provided contact information for the Settlement
11 Administrator and Class Counsel. As such, this constitutes proper notice to the Class Members.

12 Accordingly, the Court may proceed to determine the fairness and adequacy of the
13 settlement and enter its Order granting final approval, secure in the knowledge that all absent
14 Class Members have been given the opportunity to participate fully in the claims, exclusion,
15 and the approval process.

16 **III. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE,**
17 **AND THUS THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL**

18 **A. Strength of Plaintiff’s Case and Likelihood of Certifying the Class**

19 In order to proceed as a class, there are two requirements which must be met —
20 ascertainability and community of interest. *See Daar v. Yellow Cab Co.*, 67 Cal. 2d. 695, 704
21 (1967). Under California law, there are two basic requirements which must exist to sustain a
22 class action: “[t]he first is existence of an ascertainable class, and the second is a well-defined
23 community of interest in the questions of law and fact involved.” *Vasquez v. Superior Court*, 4
24 Cal. 3d 800, 809 (1971). “The community of interest requirement embodies three factors: (1)
25 predominant common questions of law or fact; (2) class representatives with claims or
26 defenses typical of the class; and (3) class representatives who can adequately represent the
27 class.” *Richmond v. Dart Industries*, 29 Cal. 3d. 462, 470 (1981).

28 ///

1 **1. The Class is Ascertainable**

2 Whether a class is “ascertainable” within the meaning of Code of Civil Procedure § 382
3 is determined by examining “(1) class definition, (2) the size of the class, and (3) the means
4 available for identifying the class members.” *Reyes v. San Diego County Board of Supervisors*,
5 196 Cal. App. 3d 1263, 1271 (1987).

6 Here, the Class is defined as: “all individuals who are or previously were employed by
7 Defendant who were classified as non-exempt employees who were paid a bonus and overtime
8 wages in the same period and who were employed in California during the Class Period.”

9 Based on Defendant’s records, there are 256 individuals that comprise the Class. Admin. Decl.
10 ¶ 3. This is far more than the minimum required to certify a class.

11 Within the context of manageability, the issue is whether there exists sufficient means
12 for identifying class members at the remedial stage. *Reyes, supra*, 196 Cal. App. 3d at pp.
13 1274-75. Class Members have already been identified by Defendant and notice has been
14 provided to all Class Members. Admin. Decl. ¶¶ 3-5. Accordingly, the Class is ascertainable
15 under Code of Civil Procedure § 382.

16 **2. There is a Community of Interest**

17 The “community of interest” requirement embodies three separate factors: (1)
18 predominant common questions of law or fact; (2) class representatives whose claims are
19 typical of the class; and (3) class representatives who can adequately represent the class.
20 *Richmond, supra*, 29 Cal. 3d at p. 470; *Reese v. Wal-Mart Stores, Inc.*, 73 Cal. App. 4th 1225,
21 1234 (1999).

22 **a. There are Predominant Common Questions of Law and Fact**

23 “The ultimate question in every case of this type [class actions] is whether...the issues
24 which may be jointly tried, when compared with those requiring separate adjudication, are so
25 numerous and substantial that the maintenance of a class action would be advantageous to the
26 judicial process and to the litigants.” *Lockheed Martin Corp. v. Sup. Ct.*, 29 Cal. 4th 1096,
27 1104-05 (2003).

28 In the present case, Plaintiff alleges that Defendant is liable to the Class for (i) failure

1 to pay overtime wages at the correct regular rate of pay in violation of Labor Code §§ 510,
2 558, 1194, 1197, and 1197.1; (ii) failure to provide accurate itemized wage statements to
3 employees in violation of Labor Code § 226(a); (iii) unlawful business practices in violation of
4 Business and Professions Code § 17200, *et seq.*; and (iv) penalties under the PAGA. With
5 respect to Plaintiff's claims under Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1,
6 Plaintiff contends that Defendant failed to pay overtime wages at the correct regular rate of
7 pay. In this regard, Plaintiff contends that Defendant failed to factor non-discretionary
8 remuneration, including bonuses, into the calculation of the regular rate for purposes of paying
9 overtime wages, and thus Plaintiff and other employees were underpaid said wages.
10 Additionally, Plaintiff also alleges derivative wage statement claims under Labor Code § 226.
11 Specifically, as a result of the aforementioned regular rate claim, Plaintiff asserts that the
12 corresponding wage statements issued to Plaintiff and other employees failed to identify the
13 required information under Labor Code § 226.

14 As these are all uniform corporate policies, practices, and procedures of Defendant as
15 alleged by Plaintiff, the claims can be jointly tried and thus the predominance requirement is
16 satisfied. Defendant denies all of these claims, denies that liability could be established on a
17 class-wide basis, and contends instead that liability and damages, if any, would need to be
18 conducted on a case-by-case basis.

19 **b. Plaintiff's Claims are Typical of the Class Claims**

20 The purported class representative's claim must be "typical" but not necessarily
21 identical to the claims of other class members; it is sufficient that the representative is similarly
22 situated so that he or she will have the motive to litigate on behalf of the class. *Classen v.*
23 *Weller*, 145 Cal. App. 3d 27, 45 (1983). Courts look to whether class members have similar
24 injuries, "whether the action is based on conduct which is not unique to the named [p]laintiff,"
25 and whether other class members were injured by the same conduct. *Hanon v. Dataproducts*
26 *Corp.*, 976 F.2d 497, 508 (9th Cir. 1992). The purpose of the typicality requirement "is to
27 assure that the interest of the named representative aligns with the interests of the class." *Id.* at
28 p. 508.

1 Here, Plaintiff was subjected to the same policies and practices as other Class
2 Members. Plaintiff was employed by Defendant as a non-exempt employee. Plaintiff alleges
3 that she, like all other Class Members, was not paid all overtime wages owed and was not
4 provided compliant wage statements. Declaration of Perla Marin (“Marin Decl.”) ¶¶ 3-5.
5 Specifically, like other members of the Class, Plaintiff alleges that she regularly earned non-
6 discretionary pay, such as bonuses, that was not factored into the regular rate of pay for the
7 purposes of paying overtime wages. *Id.* ¶ 3. As a result of this underpayment, the wage
8 statements issued to Plaintiff did not identify the correct rate of pay for overtime, as well as
9 gross and net wages earned. *Id.* ¶ 5. Thus, Plaintiff’s claims are typical to those of Class
10 Members.

11 **c. Plaintiff Adequately Represented the Class**

12 The class representative, through qualified counsel, must be capable of “vigorously and
13 tenaciously” protecting the interests of the class members. *Simons v. Horowitz*, 151 Cal. App.
14 3d 834, 846 (1984).

15 Here, Plaintiff does not have any interests adverse to the Class, nor have any such
16 issues been raised or presented. Marin Decl. ¶ 7. Plaintiff has taken all necessary steps to
17 represent the interests of the Class, including providing information and documents to her
18 counsel and reviewing pleadings and documents in this case. *Id.* ¶¶ 6-8. For such reasons,
19 Plaintiff has adequately represented the Class Members and will continue to do so.

20 **B. Risks, Expenses, and Complexity of Further Litigation**

21 Plaintiff believes that a class can be certified. However, Plaintiff also believes in the
22 fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff
23 involved in not prevailing on one or more of the causes of action or theories alleged in the
24 operative complaint, the possibility of non-certification, and potential for any appeals. These
25 risks of class certification are compounded by the California Supreme Court’s holding in
26 *Duran v. U.S. Bank Nat’l Ass’n*, 59 Cal. 4th 1 (2014).

27 Defendant has maintained that there is no liability and that a class could not have been
28 certified. There is always a risk that the court will not grant certification of the class, wherein

1 the class will not be entitled to any damages. Based on the foregoing, there was a substantial
2 risk that Plaintiff would not have obtained the total amount of damages and/or penalties
3 alleged, and a substantial number of complex issues that would have necessitated significant
4 expenditure of time and expenses. Therefore, the risks, expenses, and complexity of further
5 litigation warrant granting of this Motion.

6 **C. The Negotiation and Terms of the Settlement, and the Reception of the**
7 **Settlement by Class Members Strongly Support the Conclusion that the**
8 **Settlement is Fair, Adequate, and Reasonable**

9 Without reiterating the Parties' showing that the Settlement Agreement and the
10 negotiation process that led up to it was fair and adequate, as set forth in detail in the Motion
11 for Preliminary Approval of Class Action Settlement, the Parties highlight several key facts.
12 First, the settlement was the product of negotiations between highly able and experienced
13 attorneys on both sides who possessed the relevant data and extensive legal research which
14 they had carefully analyzed. L. Lee Decl. ¶¶ 3-5. Thus, this settlement is the result of arm's
length negotiations, and should be granted final approval.

15 Second, the results after mailing of the Settlement Notice also fully support
16 confirmation of the Court's preliminary approval of the settlement, as evidenced by the 100%
17 participation rate. In other words, none of the Class Members submitted exclusions to the
18 settlement or filed an objection to the settlement thus far. Admin. Decl. ¶¶ 8-9. In light of
19 overwhelmingly positive response to the settlement, the Court may appropriately infer that the
20 settlement is fair, adequate, and reasonable, when among other reasons, no Class Members
21 have opted out or objected to it. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291
22 (9th Cir. 1992) (reaction of class members to the settlement is a factor supporting approval of a
23 class action settlement).

24 **D. Under Well-Established Legal Principles, the Court Should Grant Final**
25 **Approval of the Settlement**

26 **1. Standard of Review**

27 On a motion for final approval of a class action settlement under California Code of
28 Civil Procedure § 382 and California Rules of Court, Rule 3.769, a court's inquiry at this
juncture is whether the settlement is "fair, adequate and reasonable." *Officers for Justice v.*

1 *Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982), *cert. denied subnom.*, *Byrd v. Civil*
2 *Serv. Comm’n*, 459 U.S. 1217 (1983). A settlement is fair, adequate, and reasonable, and
3 therefore merits final approval, when “the interests of the class are better served by the
4 settlement than by further litigation.” *See Manual for Complex Litigation, Fourth* § 21.6 at p.
5 309 (Fed. Jud. Ctr., 4th ed. 2004) (“*MCL*”). The law favors settlement, particularly in class
6 actions and other complex cases, where substantial resources can be conserved by avoiding the
7 time, cost, and rigors of formal litigation. *See Alba Conte & Herbert B. Newberg, 4 Newberg*
8 *on Class Actions* § 11.41 (2008); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th
9 Cir. 1992); *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976).

10 Although the Court possesses “broad discretion” in determining that a proposed class
11 action settlement is fair, the Court’s role must be limited to the extent necessary to reach a
12 reasoned judgment that the agreement is not the product of fraud or overreaching by, or
13 collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair,
14 reasonable, and adequate to all concerned parties. *See Officers for Justice, supra*, 688 F.2d at
15 p. 625. Accordingly, the Court should give due regard to what is otherwise a “private
16 consensual agreement” between the parties. *Id.*; *see also Church v. Consolidated Freightways,*
17 *Inc.*, 1993 WL 149840 (N.D. Cal. 1993); *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 720
18 F. Supp. 1379 (D. Ariz. 1989); *MCL* § 21.6 at p. 309 (“The judicial role in reviewing a
19 proposed settlement is critical, but limited to approving the proposed settlement, disapproving
20 it, or imposing conditions on it. The judge cannot rewrite the agreement.”).

21 A court’s approval of a class action settlement will only be reversed for a clear abuse of
22 discretion. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); *Officers for*
23 *Justice, supra*, 688 F.2d at p. 626 (reversal of class settlement “only upon a strong showing
24 that the district court’s decision was a clear abuse of discretion”); *Class Plaintiffs, supra*, 955
25 F.2d at p. 1276; *Ackerman v. Kassar*, 1993 WL 326453 (9th Cir. 1993); *Linney v. Cellular*
26 *Alaska P’ship*, 151 F.3d 1234, 1238 (9th Cir. 1998).

27 As the court cautioned in *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85
28 Cal. App. 4th 1135, 1146 (2000):

1 It cannot be overemphasized that neither the trial court in approving the settlement
2 nor this Court in reviewing that approval have the right or duty to reach any ultimate
3 conclusions on the issues of fact and law which underlie the merits of the dispute.
4 It is well settled that in the judicial consideration of proposed settlements, ‘the
5 [trial] judge does not try out or attempt to decide the merits of the controversy,’
6 [citation] and the appellate court ‘need not and should not reach any dispositive
7 conclusions on the admittedly unsettled legal issue.

8 **2. The Settlement is Presumed to Be Fair**

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

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

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

18 The settlement here warrants approval and carries a presumption of fairness. As
19 previously noted in the Motion for Preliminary Approval, this settlement was negotiated at
20 arm’s length between the Parties and their counsel. L. Lee Decl. ¶ 5.

21 Second, Class Counsel engaged in extensive factual investigation before settling,
22 including exchange of formal and informal discovery. Specifically, Class Counsel reviewed
23 class data, time and payroll records, as well as information pertaining to Defendant’s policies,
24 practices, and procedures pertaining to overtime wages and wage statement practices. L. Lee
25 Decl. ¶ 4. Further, Class Counsel is highly experienced in this type of litigation. As shown in
26 the supporting declarations, Class Counsel has significant experience in class actions and
27 employment wage and hour matters. L. Lee Decl. ¶¶ 11-12; Declaration of Christine S. Lee
28 (“C. Lee Decl.”) ¶¶ 4-5; Declaration of William L. Marder (“Marder Decl.”) ¶¶ 7-10;
Declaration of Edward W. Choi (“Choi Decl.”) ¶ 5.

3. **Two-Way Costs and Other Risks Inherent in Continued Litigation Favor Final Approval**

To assess the fairness, adequacy, and reasonableness of a class action settlement, the

1 Court also should weigh the immediacy and certainty of substantial settlement proceeds
2 against the risks inherent in continued litigation. *See In re General Motors Corp.*, 55 F.3d 768,
3 806 (3d Cir. 1995) (“present value of the damages plaintiffs would likely recover if successful,
4 appropriately discounted for the risk of not prevailing, should be compared with the amount of
5 the proposed settlement”) (internal citations omitted); *Girsh v. Jepson*, 521 F.2d 153, 157 (3d
6 Cir. 1975); *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 616-17 (N.D. Cal. 1979).

7 If Plaintiff pursued this case without settlement and not prevailed, Plaintiff would have
8 been potentially responsible for Defendant’s fees and costs. Likewise, were any individual
9 current or former employees of Defendant to bring individual claims on the same causes of
10 action, they would each face the uncertainty of prevailing and the same possibility of
11 becoming liable to pay fees and costs to Defendant. Accordingly, such claims likely would not
12 be brought by many of these current and former employees who make up the Class. Thus, this
13 lawsuit achieves a true benefit for the Class that they might not otherwise get or seek as
14 individuals. Here, given that a fair and reasonable settlement has been reached, neither Plaintiff
15 nor any of the Class Members will be required to pay for Defendant’s litigation fees and costs.
16 Thus, the risks undertaken by Class Counsel should be considered a significant factor by the
17 Court in its determination of final approval. The settlement provides a fair recovery to Class
18 Members and eliminates the risk of costs to Class Members or the Class Representative.

19 The settlement also affords finality, avoiding significant legal and factual battles that
20 otherwise may have prevented the Class from obtaining any recovery at all. While Class
21 Counsel believe that the Class Members’ claims are meritorious and can be successfully
22 litigated, counsel are experienced and fully understand the inherent risks and uncertainty
23 involved with such matters including the resolution of class certification, the outcome of a
24 potential trial, and the outcome of any appeals that would inevitably follow should the Class
25 prevail at trial. Class Counsel have also assessed the same risks in connection with the current
26 settlement. Because the settlement provides immediate and substantial relief, without the
27 attendant risks and delay of continued litigation — not to mention the threat of litigation fees
28 and costs — Class Counsel believe that the settlement warrants the Court’s final approval.

1 **4. The Complexity, Expense, and Likely Duration of Continued**
2 **Litigation Against Defendant Favor Final Approval**

3 Another factor considered by courts in approving a settlement is the complexity,
4 expense, and likely duration of the litigation. *See Officers for Justice, supra*, 688 F.2d at p.
5 625; *Girsh, supra*, 521 F.2d at p. 157. In applying this factor, the Court must weigh the
6 benefits of the settlement against the expense and delay involved in achieving an equivalent or
7 more favorable result at trial. *Young v. Katz*, 447 F.2d 431, 433-34 (5th Cir. 1971).

8 Here, as noted above, continued litigation could potentially have led to appeals on
9 several issues. On the other hand, the settlement that was reached provides all Class Members
10 — regardless of their means — with fair relief in a prompt and efficient manner. Were the
11 Court to deny final approval, Class Members would be left without a remedy as a practical
12 matter and courts across the State would have to address the issues presented here in a
13 piecemeal, costly, and time-consuming manner. The settlement here is therefore consistent
14 with the “overriding public interest in settling and quieting litigation” that is “particularly true
15 in class action suits.” *See Van Bronkhorst*, 529 F.2d at p. 950 (footnote omitted); *see also 4*
16 *Newberg* § 11.41.

17 **5. The Opinion of Experienced Counsel Favors Final Approval**

18 Class Counsel supports the settlement as fair, reasonable, and adequate, and in the best
19 interest of the Class Members as a whole. L. Lee Decl. ¶ 5; C. Lee Decl. ¶ 2; Marder Decl. ¶ 2;
20 Choi Decl. ¶ 3. Similarly, counsel for Defendant is in favor of the settlement. The endorsement
21 of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is
22 entitled to significant weight by the Court in its final approval determination. *See Officers for*
23 *Justice*, 688 F.2d at p. 625; *Ellis*, 87 F.R.D. at p. 18; *Boyd*, 485 F. Supp. at p. 617; *Linney*, 151
24 F.3d at p. 1242.

25 **IV. THE PROPOSED PROCEDURE FOR UNCASHED SETTLEMENT CHECKS**
26 **SHOULD BE APPROVED**

27 As referenced in the Motion for Preliminary Approval, Twenty-five percent (25%) of
28 any remaining monies from uncashed settlement checks will be distributed to the State
Treasury for deposit in the Trial Court Improvement and Modernization Fund. The remaining

seventy-five percent (75%) will be distributed to Free to Thrive, in accordance with California Code of Civil Procedure § 384. Class counsel do not have any relationship with or connection or to said organizations/programs . L. Lee Decl. ¶ 9; C. Lee Decl. ¶ 9; Marder Decl. ¶ 11; Choi Decl. ¶ 8.

V. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT SHOULD BE APPROVED

Class Representative Perla Marin requests an enhancement of \$5,000.00 in accordance with the terms of the Settlement Agreement. Plaintiff provided significant assistance with the lawsuit, including discussing the case with Class Counsel on multiple occasions, searching for and providing documents and information regarding Defendant's practices at issue in the case, including her pay records, and reviewing the various files and pleadings submitted in this case. Marin Decl. ¶ 6. Accordingly, Plaintiff provided invaluable information, evidence, and documents that resulted in this settlement.

In addition to the invaluable services that she provided, Plaintiff took significant risks, personally, professionally, and monetarily in acting as the Class Representative, seeking benefits on behalf of the class. Marin Decl. ¶¶ 10-11. Because the claims alleged by Plaintiff involved the payment of costs to the prevailing party, Plaintiff undertook the risk that she may be required to pay Defendant's fees and costs, in the event that Defendant prevailed in this action. Despite this, however, Plaintiff agreed to pursue this case on behalf of the Class.

Also, given that future employers are much less likely to hire individuals who have filed employment-related lawsuits, particularly cases of this nature, the Class Representative also faced significant risk in not being able to find suitable employment and/or face retaliation from prospective employers, all as a result of filing of this case against Defendant. Plaintiff took these risks upon herself to the benefit of the Class. Marin Decl. ¶ 11. Class Members did not have to file individual lawsuits and bear the risks of payment of costs if they did not prevail, nor did they have to face the potential for retaliation and not getting future employment had they filed a lawsuit which is a public record. These are significant benefits that weigh in favor of granting the requested enhancement. Moreover, this litigation has

1 resulted in a significantly valuable benefit to the Class, and Plaintiff took on substantial risks in
2 helping Class Members obtain this financial benefit. As such, the enhancement should be
3 awarded to Plaintiff for her commitment, dedication, and risks taken for this litigation.

4 Finally, Plaintiff provided a general release and waiver of the protections of Civil Code
5 § 1542, which other Class Members did not have to do. Marin Decl. ¶ 12. This is a more
6 extensive release than that provided by the Class at large, also supporting the request for the
7 enhancement.

8 Courts have routinely granted approval of settlements containing such enhancements.
9 *See Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D. Cal. 1995)
10 (incentive award of \$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.*, 130
11 F.R.D. 366, 374 (S.D. Ohio 1990) (two incentive awards of \$55,000, and three incentive
12 awards of \$35,000); *Brotherton v. Cleveland*, 141 F. Supp. 2d 907, 913-14 (S.D. Ohio 2001)
13 (granting a \$50,000 incentive award); *Enter. Energy Corp. v. Columbia Gas Transmission*
14 *Corp.*, 137 F.R.D. 240, 251-52 (S.D. Ohio 1991) (\$50,000 awarded to each class
15 representative); *Glass v. UBS Fin. Servs.*, No. C-06-4068, 2007 U.S. Dist. LEXIS 8476, at
16 *51-52 (N.D. Cal. Jan. 27, 2007) (awarding \$25,000 incentive award in FLSA overtime wages
17 class action); *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (affirming \$25,000
18 Incentive award to class representative in ERISA case).

19 **VI. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED**

20 Class Counsel seeks a fee award calculated at one-third of the Gross Settlement
21 Amount, or \$32,102.40, for the successful prosecution and resolution of this action. California
22 state and federal courts have recognized that an appropriate method for determining award of
23 attorneys' fees is based on a percentage of the total value of benefits to Class Members by the
24 settlement. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 254 (2001); *Serrano v.*
25 *Priest*, 20 Cal. 3d 25, 34 (1977) [*Serrano III*]; *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478
26 (1980); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1997). The purpose of
27 this equitable doctrine is to avoid unjust enrichment to the Class and to "spread litigation costs
28 proportionally among all the beneficiaries so that the active beneficiary does not bear the entire

1 burden alone.” *Vincent v. Hughes Air West, Inc.*, *supra*, 557 F.2d at p. 769.

2 Under California law, the award of attorneys’ fees in common fund wage and hour
3 class action settlements is under the percentage method. *See Laffitte v. Robert Half Int’l*, 1 Cal.
4 5th 480, 503 (2016) (“We join the overwhelming majority of federal and state courts in
5 holding that when class action litigation establishes a monetary fund for the benefit of the class
6 members, and the trial court in its equitable powers awards class counsel a fee out of that fund,
7 the court may determine the amount of a reasonable fee by choosing an appropriate percentage
8 of the fund created”). Under the percentage of the fund method, the Court’s objective remains
9 to “mimic the market” in fixing a reasonable fee. *See Gaskill v. Gordon*, 160 F.3d 361, 363
10 (7th Cir. 1998) (“When a fee is set by a court rather than by contract, the object is to set it at a
11 level that will approximate what the market will set.... The judge, in other words, is trying to
12 mimic the market in legal services”).

13 Here, the fee award representing approximately one-third of the fund clearly falls
14 within that range and is consistent with other rulings of other courts and comprehensive
15 surveys of class action settlements and fee awards. *See Martin v. AmeriPride Servs.*, 2011 U.S.
16 Dist. LEXIS 61796, 23 (S.D. Cal. 2011) (recognizing that “courts may award attorney’s fees in
17 the 30-40% range in wage and hour class actions that result in recovery of a common fund
18 under \$10 million”); *see also* Eisenberg & Miller, *Attorney Fees in Class Action Settlements:*
19 *An Empirical Study: 1993-2008*, 7 J. of Empirical Leg. Stud. 248, 262, fn. 16 (2010)
20 (independent studies of class action litigation nationwide conclude that fees in the range sought
21 here are consistent with market rates). The results delivered by Class Counsel also support the
22 requested percentage of the fund. Here, Plaintiff and her counsel secured a \$96,307.21 non-
23 reversionary common fund settlement.

24 Finally, “the response of the class members to attorneys’ fee notice, though not
25 decisive, is relevant to the...reasonable determination” regarding fees. *Swedish Hospital v.*
26 *Shalala*, 1 F.3d 1261, 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the
27 court’s “approximation of the market” for fees is well supported. *Id.* at p. 1269. In this case,
28 the Settlement Notice specifically notified Class Members that Class Counsel would be

1 seeking up to \$32,102.40 in attorneys' fees. To date, no Class Member has objected to the
2 settlement. This strong favorable response also supports the requested fees. In addition, it is
3 recognized that one of the primary factors justifying an enhanced attorney's fees reward is the
4 attendant risks inherent in the litigation. As observed in *City of Detroit v. Grinnell Corp.*:

5 No one expects a lawyer whose compensation is contingent upon his success to
6 charge, when successful, as little as he would charge a client who had agreed to pay
7 for his services, regardless of success. Nor, particularly in complicated cases
8 producing large recoveries, is it just to make a fee depend solely on the reasonable
amount of time expended.

9 *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 470 (2d Cir. 1974). For Class Counsel, the fees
10 here were wholly contingent in nature and the case presented far more risk than the usual
11 contingent fee case. Among the risks was the cost inherent in class action litigation, as well as
12 a potentially drawn-out battle with a corporate defendant.

13 As secondary support for the percentage of the fund method, courts have discretion to
14 "cross-check" the fees awarded through the lodestar method. However, the *Laffitte* Court
15 "emphasize[d] [that] the lodestar calculation, when used in this manner, does not override the
16 trial court's primary determination of the fee as a percentage of the common fund and thus
17 does not impose an absolute maximum or minimum on the potential fee award." *Laffitte*, 1 Cal.
18 5th at p. 505; *In re Rite Aid Corp. Secs. Litig.*, 396 F.3d 294, 306-307 (3d Cir. 2005) ("[The
19 lodestar cross-check does not trump the primary reliance on the percentage of common fund
20 method]").

21 The Supreme Court in *Laffitte* stated: "If the multiplier calculated by means of a
22 lodestar cross-check is extraordinarily high or low, the trial court should consider whether the
23 percentage used should be adjusted so as to bring the imputed multiplier within a justifiable
24 range, but the court is not necessarily required to make such an adjustment." *Id.* Thus, a
25 lodestar cross-check is aimed at astronomical multipliers. Indeed, cross-checks are not
26 required; in many cases, performing a cross-check "undermines" one of the primary reasons
27 for using the percentage method: aligning counsel's incentives with the benefits delivered to
28 the class and discouraging protracted litigation. *Id.* at p. 506 (finding trial courts "retain the

1 discretion to forgo a lodestar cross-check”); *Report of the Third Circuit Task Force, Court*
2 *Awarded Attorney Fees*, 108 F.R.D. 237, 258 (1985); *Lealao v. Beneficial California, Inc.*, 82
3 Cal. App. 4th 19, 29-30 (2000) (citing the recommendations of the Third Circuit Task Force
4 with approval and observing that “[t]he criticisms of the lodestar approach set forth in this
5 Report are now echoed by many authorities, who have been most vocal about the manner in
6 which it exacerbates the problem of ‘cheap settlements’ and burdens already overworked trial
7 judge”).

8 Courts have defined reasonable multipliers on a lodestar cross-check to “range from 2
9 to 4 or even higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001); *see*
10 *also, e.g., Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009)
11 (applying a 2.52 multiplier on a cross-check in an antitrust class action); *Chavez v. Netflix*, 162
12 Cal. App. 4th 43, 60 (2008) (applying a 2.5 multiplier on a lodestar cross-check); *City of*
13 *Oakland v. Oakland Raiders*, 203 Cal. App. 3d 78 (1988) (affirming a 2.34 multiplier without
14 remand). The intermediate court in *Laffitte*, after finding that “2 to 4” is a reasonable range for
15 multipliers on a cross-check, affirmed a 2.13 multiplier. *Laffitte*, 231 Cal. App. 4th at pp. 881-
16 82. The intermediate court opinion was affirmed in full by the California Supreme Court in its
17 new decision guiding lower courts on assessing fees.

18 With respect to Class Counsel’s lodestar, to date, approximately 184.50 hours have
19 been expended by Class Counsel in this matter. L. Lee Decl. ¶ 13, Ex. A; C. Lee Decl. ¶ 6, Ex.
20 A; Choi Decl. ¶ 7, Ex. A. Moreover, Class Counsel expect to incur approximately 17.7
21 additional hours in finalizing this settlement, including handling any post-approval matters and
22 settlement issues that may arise. L. Lee Decl. ¶ 13, Ex. A; C. Lee Decl. ¶ 6, Ex. A; Choi Decl.
23 ¶ 7, Ex. A. Larry Lee requests an hourly rate of \$900.00 per hour. L. Decl. ¶ 14. Christine Lee
24 requests an hourly rate of \$400.00 per hour. C. Lee Decl. ¶ 8. Mr. Choi requests an hourly rate
25 of \$850.00 per hour. Choi Decl. ¶ 6. The courts are quite liberal in the evidence required to
26 prove an attorney’s hours. Detailed time records are not required. An attorney’s testimony
27 alone may suffice: “Testimony of an attorney as to the number of hours worked on a particular
28 case is sufficient evidence to support an award of attorney fees, even in the absence of detailed

1 time records.” *Martino v. Denevi*, 182 Cal. App. 3d 553, 559 (1986).

2 Reasonable hours include, in addition to time spent during litigation, the time spent
3 before the action is filed, including time spent interviewing the clients, investigating the facts
4 and the law, and preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey*, 447
5 U.S. 54, 62 (1980). Further, the fee award should include fees incurred to establish and defend
6 the attorneys’ fee claim. *Serrano v. Unruh*, 32 Cal. 3d 621, 639 (1982) [*Serrano IV*]. Thus,
7 Class Counsel requests that the court find that these hours were reasonable in this litigation.

8 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
9 experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095
10 (2000). The court may consider other factors when determining a reasonable hourly rate, *e.g.*,
11 the attorney’s skill and experience, the nature of the work performed, the relevant area of
12 expertise and the attorney’s customary billing rates. *Flannery v. California Highway Patrol*, 61
13 Cal. App. 4th 629, 632-33 (1998).

14 Class Counsel’s skill and experience justify the requested rate. As shown in the
15 supporting declarations, Class Counsel have significant experience in the area of employment
16 and wage and hour class actions. Specifically, Class Counsel’s practice focuses on representing
17 employees in employment matters, particularly wage and hour cases. L. Lee Decl. ¶¶11-12; C.
18 Lee Decl. ¶ 5; Choi Decl. ¶ 5. As such, based on the hours and applicable rate, the total
19 lodestar to be expended by Class Counsel through finalizing this settlement will be
20 approximately \$136,050.00, based on 202.20 total hours. L. Lee Decl. ¶ 13, Ex. A; C. Lee
21 Decl. ¶ 6, Ex. A; Choi Decl. ¶ 7, Ex. A .

22 Once the court establishes the lodestar amount, it may enhance the fee award by a
23 multiplier in order to make an appropriate fee award. *Serrano III*, 20 Cal. 3d at p. 48. The
24 pertinent factors include the difficulty of the questions involved and the skill in presenting
25 them, the contingent nature of the fee award, the extent to which the litigation precluded other
26 employment, and the percentage-of-the-fund the attorney would have received on the fair
27 market. *Id.*, *Lealao*, 82 Cal. App. 4th at p. 49. However, this list is not exhaustive and the court
28 can consider other factors it deems important in setting the multiplier. *Ketchum v. Moses*, 24

1 Cal. 4th 1122, 1139 (2001).

2 It is also critical to note that prompt settlement cannot be used to diminish the fee or the
3 enhancement based on a percentage-of-the-fund. *Lealao*, 82 Cal. App. 4th at p. 52 (the
4 promptness of settlement “cannot be used to justify the refusal to apply a multiplier”).
5 According to *Lealao*, courts placed “an extraordinarily high value” on settlement, and counsel
6 should be rewarded, not punished, for achieving this goal in a timely fashion. *Id.*

7 Here, based upon Plaintiff’s counsel’s lodestar of \$136,050.00, Plaintiff’s request for a
8 fee award of \$32,102.40 is more than reasonable and fair. As the Court can see, the lodestar
9 exceeds the requested fee amount, such that it would result in a *negative* multiplier. As such,
10 the requested fee award in the amount of \$32,102.40 is fair and reasonable, and should be
11 awarded in its entirety.

12 **VII. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT**
13 **OF COSTS**

14 The request for reimbursement of costs, in the amount of \$3,710.17 is fair and
15 reasonable, especially in light of the fact that the Parties agreed that Plaintiff’s counsel may
16 seek up to \$15,000.00 as reimbursement for litigation costs under the Settlement Agreement.
17 As set forth in Plaintiff’s counsel’s declaration, the costs were all directly incurred in the
18 prosecution of this action, including but not limited to, filing and service fees, CourtCall fees,
19 postage fees, and other litigation costs. L. Lee Decl. ¶ 15, Ex. B. As such, this requested costs
20 should be approved as fair and reasonable.

21 **VIII. THE SETTLEMENT ADMINISTRATOR’S FEES AND COSTS SHOULD BE**
22 **APPROVED**

23 Plaintiff also requests that the Court approve administration costs to the Settlement
24 Administrator, Phoenix Settlement Administrators, in the amount of \$5,950.00. As detailed in
25 the Declaration of Mayra J. Gonzalez submitted herewith, Phoenix performed duties in
26 connection with this settlement that were integral in effectuating the settlement and the notice
27 process. Among other things, Phoenix calculated each Class Member’s Individual Class
28 Payment and Individual PAGA Payment (if applicable), updated addresses contained in the

1 class data supplied by Defendant, formatted and distributed Settlement Notices to Class
2 Members, and otherwise administered the settlement. Admin. Decl. ¶ 14, Ex. B. For such
3 reasons, it is requested that the Settlement Administrator's fees be approved.

4 **IX. NOTICE TO THE LWDA & FINAL JUDGMENT**

5 Concurrent with the filing of this Motion, Plaintiff uploaded this motion and proposed
6 order to the LWDA's website. L. Lee Decl. ¶16.

7 **X. CONCLUSION**

8 For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiff
9 respectfully submits that the standards for final approval have been met, and the terms of the
10 Settlement Agreement are fair, adequate, and reasonable.

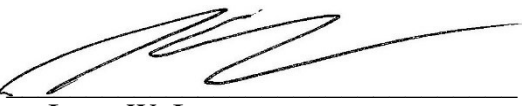
11 Accordingly, Plaintiff respectfully requests that the Court enter an Order in the form
12 proposed and submitted:

- 13 1. Granting final approval to the proposed Settlement Agreement in this action;
 - 14 2. Approving distribution of the settlement funds to the Class Members pursuant to
15 the terms of the Settlement Agreement;
 - 16 3. Approving Plaintiff's request for an award of the Class Representative Service
17 Payment of \$5,000.00 to Plaintiff, with payment pursuant to the terms of the Settlement
18 Agreement;
 - 19 4. Approving Class Counsel's request for an award to Class Counsel for \$32,102.40
20 in attorneys' fees and \$3,710.17 in costs, with payment pursuant to the terms of the Settlement
21 Agreement;
 - 22 5. Approving Plaintiff's request for payment of the settlement administration costs
23 to Phoenix Settlement Administrators in the amount of \$5,950.00, with payment pursuant to
24 the terms of the Settlement Agreement;
 - 25 6. Approving Plaintiff's request for payment to the LWDA for \$3,000.00, with
26 payment pursuant to the terms of the Settlement Agreement; and
 - 27 7. Entering final judgment as to all members of the Class in this action.
- 28

1 DATED: January 24, 2024

DIVERSITY LAW GROUP, P.C.

2
3 By:


Larry W. Lee

Christine S. Lee

Attorneys for Plaintiff and the Class

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of 18
8 and not a party to the action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

9 On January 24, 2024, I served the following document(s) described as:

- 10 **1. PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL**
11 **APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF**
12 **POINTS AND AUTHORITIES IN SUPPORT**
- 13 **2. DECLARATION OF LARRY W. LEE IN SUPPORT OF PLAINTIFF'S**
14 **MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 15 **3. DECLARATION OF CHRISTINE S. LEE IN SUPPORT OF PLAINTIFF'S**
16 **MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 17 **4. DECLARATION OF EDWARD W. CHOI IN SUPPORT OF MOTION**
18 **FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 19 **5. DECLARATION OF WILLIAM L. MARDER IN SUPPORT OF**
20 **PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION**
21 **SETTLEMENT**
- 22 **6. DECLARATION OF PERLA MARIN IN SUPPORT OF PLAINTIFF'S**
23 **MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 24 **7. DECLARATION OF MAYRA J. GONZALEZ REGARDING NOTICE**
25 **AND SETTLEMENT ADMINISTRATION**
- 26 **8. [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS**
27 **ACTION SETTLEMENT; JUDGMENT**

28 on the interested parties in this action as follows:

Paul Sorrentino
Melissa D. Owens
Suzanne Holderby

Attorneys for Defendant HB Leisure, Inc.

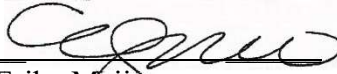
Paul.Sorrentino@jacksonlewis.com

Ece Townsend
Jackson Lewis P.C.
225 Broadway, Suite 2000
San Diego, CA 92101

Melissa.Owens@jacksonlewis.com
Suzanne.Holderby@Jacksonlewis.com
Ece.Townsend@jacksonlewis.com

 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the One Legal E-Filing System at the website www.onelegal.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 24, 2024, at Los Angeles, California.


Erika Mejia