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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SANTA CLARA

13 RANDY GINES and PATRICIA RIOS, as
14 individuals and on behalf of all others similarly
situated,

15 Plaintiffs,

16 vs.

17 LUCILE PACKARD CHILDREN'S
18 HOSPITAL AT STANFORD, an unknown
entity; and DOES 1 through 50, inclusive,

19 Defendants.

20 PATRICIA RIOS, as an individual and on
21 behalf of all others similarly situated,

22 Plaintiff,

23 vs.

24 LUCILE PACKARD CHILDREN'S
25 HOSPITAL AT STANFORD, an unknown
entity; and DOES 1 through 50, inclusive,

26 Defendants.
27
28

CASE NO. 19CV357498

*Assigned for All Purposes to Honorable Theodore C.
Zayner in Department 19*

[Consolidated with Case Nos. 21CV386232,
22CV397838, and 22CV397839]

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

Date: February 26, 2025

Time: 1:30 p.m.

Department: 19

1 KAREN ROLDAN, on behalf of herself,
2 all others similarly situated, and on behalf of
the general public,

3 Plaintiff,

4 vs.

5 LUCILE SALTER PACKARD
6 CHILDREN'S HOSPITAL AT STANFORD,
a California corporation; and DOES 1 through
7 10, inclusive,

8 Defendants.

9 ***Consolidated with***

10 KAREN ROLDAN, a proxy for the State of
California as an aggrieved employee pursuant
to the Private Attorneys General Act,

11 Plaintiff,

12 vs.

13 LUCILE SALTER PACKARD
14 CHILDREN'S HOSPITAL AT STANFORD,
a California corporation; and DOES 1 through
15 10, inclusive,

16 Defendants.

CASE NO. 22CV397838 (Lead)
22CV397839

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1 **TO THE COURT, DEFENDANT, AND ITS COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on February 26, 2025, at 1:30 p.m., or as soon thereafter as the
3 matter may be heard, in Department 19 of the above-entitled court, located at 191 North First Street, San
4 Jose, California 95113, Plaintiffs Randy Gines (“Gines”), Patricia Rios (“Rios”) and Karen Roldan
5 (“Roldan”) (collectively, “Plaintiffs”), will and hereby do move for an Order:

- 6 1. granting final approval to the Joint Stipulation of Class Action and PAGA Settlement and
7 Release of Claims (the “Agreement”)¹ in this action;
- 8 2. certifying the following Class for settlement purposes only: all current and former non-exempt
9 employees who worked for Defendant in California at any time during the Class Release
10 Period (“Class Release Period” means the time period from and including May 10, 2018
11 through June 8, 2024);
- 12 3. approving distribution of the settlement funds to Settlement Class Members pursuant to the
13 terms of the Agreement;
- 14 4. approving Plaintiffs’ request for payment to the Labor & Workforce Development Agency of
15 \$727,500.00, pursuant to the terms of the Agreement; and
- 16 5. entering final judgment as to all members of the Settlement Class, the Aggrieved Employees,
17 and the State of California (including the Labor & Workforce Development Agency) in this
18 action.

19 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for
20 Court approval of the settlement of a class action and allows the Court to grant certification of a class for
21 settlement purposes. The overwhelmingly positive Class response, as shown by the lack of objections to
22 the settlement and the fact that only four Class Members opted out, supports that the settlement is fair,
23 reasonable, and adequate, including in light of PAGA’s purposes to remediate present labor law violations,
24 deter future ones, and to maximize enforcement of state labor laws—and should be granted final approval.

25 This Motion is based on the attached Memorandum of Points and Authorities, the supporting
26 Declarations of Dennis S. Hyun, William L. Marder, Mark Yablonovich, Nick Castro on behalf of ILYM

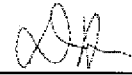
27 _____
28 ¹ Unless indicated otherwise, capitalized terms used in this Motion have the same meaning as
those defined by the Agreement.

1 Group, and Plaintiffs, upon the oral arguments of counsel (should there be any), and on the complete
2 records and file in this action.

3 Dated: January 28, 2025

Respectfully submitted,

4 **HYUN LEGAL, APC**

5
6 By: 

DENNIS S. HYUN

Attorneys for Plaintiffs

RANDY GINES AND PATRICIA RIOS

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8
9 Dated: January 28, 2025

Respectfully submitted,

10 **POLARIS LAW GROUP**

11
12 By: 

WILLIAM L. MARDER

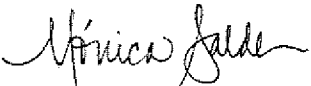
Attorneys for Plaintiffs

RANDY GINES AND PATRICIA RIOS

13
14
15 Dated: January 28, 2025

Respectfully submitted,

16 **LAW OFFICES OF MARK YABLONOVICH**

17
18 By: 

MARK YABLONOVICH

MONICA BALDERRAMA

TONY ROBERTS

Attorneys for Plaintiff

KAREN ROLDAN

TABLE OF CONTENTS

	Page
I. INTRODUCTION	9
II. ARGUMENT	10
A. Class Members Were Provided Notice of the Settlement.	10
B. The Fair, Adequate, and Reasonable Settlement Should Be Given Final Approval.....	11
1. The Strength of the Case and Likelihood of Class Certification Support Approval.	11
(a) The Class Is Ascertainable and Numerous.....	11
(b) There Is a Community of Interest.	11
(i) Common Questions of Law and Fact Predominate.	12
(ii) Plaintiffs' Claims Are Typical of the Class Claims.	12
(iii) Plaintiffs Adequately Represented the Class.	12
(c) Defendant's Allegations and Position on Class Certification Support Approval.	13
(d) Risks, Expenses, and Complexity of Further Litigation Support Approval.	15
(e) The Settlement Terms and Negotiation—as Well as the Class Member Response—All Support the Conclusion that the Settlement is Fair, Adequate, and Reasonable.	15
C. Well-Established Legal Principles Support Final Approval of the Settlement.....	16
1. The Settlement is Presumed to Be Fair	17
2. Two-Way Costs and Other Risks Inherent in Litigation Favor Final Approval.....	17
3. The Complexity, Expense, and Likely Duration of Continued Litigation Against Defendant Favor Final Approval.	18
4. The Opinion of Experienced Counsel Favors Final Approval.....	19
D. The Proposed Procedure for Uncashed Settlement Checks Should Be Approved.....	19
E. Notice to the LWDA Has Been Provided.	20
III. CONCLUSION	20

TABLE OF AUTHORITIES

Page(s)

STATE CASES

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> , 85 Cal. App. 4th 1135 (2000).....	17
<i>Classen v. Weller</i> , 145 Cal. App. 3d 27, 45 (1983).....	12
<i>Dunk v. Ford Motor Co.</i> , 48 Cal. App. 4th 1794 (1996)	17
<i>Kaanaana v. Barrett Business Services, Inc.</i> , 29 Cal. App. 5th 778 (2018).....	14
<i>Lockheed Martin Corp. v. Superior Court</i> , 29 Cal. 4th 1096 (2003).....	12
<i>Moniz v. Adecco USA, Inc.</i> , 72 Cal. App. 5th 56 (2021).....	17
<i>Naranjo v. Spectrum Security Serv.</i> , 15 Cal. 5th 1056 (2024).....	13
<i>Reese v. Wal-Mart Stores, Inc.</i> , 73 Cal. App. 4th 1225 (1999).....	11
<i>Richmond v. Dart Industries, Inc.</i> , 29 Cal. 3d 462 (1981)	11
<i>Simons v. Horowitz</i> , 151 Cal.App.3d 834 (1984)	12

FEDERAL CASES

<i>Boyd v. Bechtel Corp.</i> , 485 F. Supp. 610 (N.D. Cal. 1979).....	18
<i>Class Plaintiff v. City of Seattle</i> , 955 F.2d 1268 (9th Cir. 1992).....	16
<i>Class Plaintiff v. City of Seattle</i> , 955 F.2d at 1276	16
<i>Eisen v. Carlisle & Jacquelin</i> , 417 U.S. 156 (1974)	11
<i>Ellis v. Naval Air Rework Facility</i> , 87 F.R.D. 15, (N.D. Cal. 1980)	17, 19
<i>Fleming v. Covidien, Inc.</i> , 2011 WL 7563047 (C.D. Cal. Aug. 12, 2011)	14
<i>Girsh v. Jepson</i> , 521 F.2d 1 53, 157 (3d Cir. 1975)	18
<i>Hanon v. Dataproducts Corp.</i> , 976 F.2d 497 (9th Cir. 1992)	12
<i>In re General Motors Corp.</i> , 55 F.3d 768, 806 (3d Cir. 1995).....	17
<i>Linney v. Cellular Alaska P'ship</i> , 151 F.3d 1234 (9th Cir. 1998).....	19
<i>Officers for Justice v. Civil Serv. Comm'n</i> , 688 F.2d 615 (9th Cir. 1982).....	16, 19
<i>Phillips Petroleum Co. v. Shutts</i> , 472 U.S. 797 (1985).....	11
<i>Van Bronkhorst v. Safeco Corp.</i> , 529 F.2d 943 (9th Cir. 1976).....	16, 19
<i>Young v. Katz</i> , 447 F.2d 431 (5th Cir. 1971).....	19

1 **STATE STATUTES**

2	Cal. Code of Civ. Proc. § 382	16
3	Cal. Lab. Code § 218.5	18
4	Cal. Lab. Code § 2698 et seq. (Priv. Attys. Gen Act (PAGA))	14
5	Cal. R. Ct. 3.769	16

6 **SECONDARY AUTHORITIES**

7	<i>4 Newberg</i> § 11.41.....	19
8	<i>4 Newberg on Class Actions</i> , 4th § 11.41 (2008).....	16
9	<i>Church v. Consolidated Freightways, Inc.</i> , 1993 WL 149840 (N.D. Cal. 1993).....	16
10	<i>City of Seattle</i> , 955 F.2d 1268; MCL § 21.6 at 309.....	16
11	<i>Manual for Complex Litigation Fourth</i> (Fed. Judicial Center 2004) (“MCL”), § 21.6 at 309.....	16

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On a class-wide basis and as proxies for the State of California pursuant to the Labor Code Private Attorneys General Act of 2004 (the “PAGA”), Plaintiffs Randy Gines (“Gines”), Patricia Rios (“Rios”), and Karen Roldan (“Roldan”) (collectively, “Plaintiffs”) each brought one or more lawsuits for various alleged wage and hour violations against Defendant Lucile Salter Packard Children’s Hospital at Stanford (“Defendant,” or “LSPCH”) (Plaintiffs and Defendant collectively, the “Parties”).

Defendant denies all of Plaintiffs’ allegations in their entirety and any liability of wrongdoing of any kind. Defendant denies that this case is appropriate for class certification other than for purposes of settlement as Defendant asserts Plaintiffs would have difficulty proving class certification is proper.

Plaintiffs now seek the Court’s final approval of the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (the “Agreement”). The Agreement provides for a \$9,700,000 common fund to be created for the benefit of the Class, from which attorneys’ fees, litigation costs, service awards to the Class Representatives, payment to the California Labor and Workforce Development Agency (“LWDA”), and costs of settlement administration are to be paid. The net settlement amount after these deductions will be paid to Settlement Class Members and Aggrieved Employees.

The history of this litigation was previously detailed in Plaintiffs’ Preliminary Approval Motion. On August 15, 2024, the Court preliminarily approved this settlement. It directed distribution of the Notice of Class and PAGA Action Settlement (“Class Notice”) and scheduled the hearing for final approval of settlement (the “Preliminary Approval Order”).

As directed by the Court, the Administrator, ILYM Group, distributed the Class Notice to 7,394 Class Members. Declaration of Nick Castro on behalf of ILYM Group (“Administrator Decl.” or “Castro Decl.”) ¶¶ 4-7. The deadline to opt-out or object expired on November 18, 2024. Castro Decl. ¶¶ 11-12. As of the date of this filing, no objections have been filed and there are only four requests for exclusion received. *Id.* As such, there is a 99.94% participation rate. *Id.* Thus, an inference can be made that the Class supports the Court’s Preliminary Approval Order finding that the Agreement is fair and reasonable.

In addition to the results of the notice process, the points discussed in Plaintiffs’ Preliminary Approval Motion also support final approval of the settlement:

- The settlement provides a Gross Settlement Amount of \$9,700,000;
- The settlement is fair given that Settlement Class Members will receive (*after deductions for fees, costs, etc.*) a substantial amount of money (on average, each Settlement Class Member will receive approximately \$726.60) *see* Castro Decl. ¶ 13;
- Class Members did not need to submit claim forms to participate in the settlement, but are being paid automatically;
- The allocation reflects that payment of Individual Settlement Payments will be made to all participating Class Members in proportion to the number of pay periods during the Class Period;
- Plaintiffs conducted significant investigation in this case, including formal and informal discovery and exchanges of information by Plaintiffs and Defendant of class data for the entire class necessary for Plaintiffs to fully evaluate this case;
- ILYM Group, a settlement administrator, was retained for fees of \$30,000.00 only; and
- California's LWDA will also be the beneficiary of this settlement as it will receive \$727,500, should this settlement be granted final approval.

Accordingly, the Court should grant Final Approval consistent with the Preliminary Approval Order.

II. ARGUMENT

A. Class Members Were Provided Notice of the Settlement.

The notice procedures required by the Preliminary Approval Order have been followed and satisfy all due process rights of Class Members. The Preliminary Approval Order contemplated that the Class Notice, as approved in the Preliminary Approval Order, be sent to all Class Members by first class mail, as specified in the Agreement. Furthermore, the Preliminary Approval Order contemplated that ILYM Group would serve as the Administrator.

As stated in the Administrator Declaration, notice was provided to Class Members, as required by the Preliminary Approval Order. On September 6, 2024, the Administrator received a Class Member mailing list from Defendant's counsel that included 7,394 Class Members. Castro Decl. ¶ 5. On October 3, 2024, the Administrator updated all Class Member addresses through the National Change of Address database and each of the persons identified on the mailing list were sent the Class Notice via first class mail. *Id.* ¶¶ 6-7. From the date of mailing, 151 Class Notices were returned due to an outdated address and 111 Class Notices were then re-mailed to an updated address after performing an address skip trace. *Id.* ¶¶ 8-9. As of the date of this filing, 40 Notices remain undeliverable. *Id.* ¶ 10. Further, the Class Notice

1 provided Class Members with Class Counsel's contact information, where they could further seek
2 information regarding the settlement, leave questions for the Administrator, and update their address.

3 Plaintiffs provided the "best notice practicable" in this case as necessary to protect the due process
4 rights of class members. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985) (providing
5 "best notice practicable" with description of the litigation and explanation of opt-out rights satisfies due
6 process); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974) (explaining individual notice must
7 be sent to class members who can be identified through reasonable means).

8 Here, Class Members were mailed a notice that explained the settlement and allowed Class
9 Members to seek information, ask questions, and object, if so desired. As such, proper notice has been
10 given to the Class Members. Thus, the Court may determine the fairness and adequacy of the settlement
11 and enter its Order granting final approval, secure in the knowledge that all absent Class Members have
12 been given the opportunity to participate fully in the claims, exclusion, and the approval process.

13 **B. The Fair, Adequate, and Reasonable Settlement Should Be Given Final**
14 **Approval.**

15 **1. The Strength of the Case and Likelihood of Class Certification**
16 **Support Approval.**

17 The Court already addressed the requirements for certifying a class for settlement purposes in its
18 Preliminary Approval Order. Plaintiffs briefly address the requirements again here.

19 **(a) The Class Is Ascertainable and Numerous.**

20 Class Members have already been defined based on their employment with Defendant and
21 ascertained through Defendant's records. Furthermore, with 7,394 Class Members (Castro Decl. ¶ 5), the
22 class is numerous.

23 **(b) There Is a Community of Interest.**

24 The "community of interest" requirement embodies three separate factors: (1) predominant
25 common questions of law or fact; (2) class representatives whose claims are typical of the class; and (3)
26 class representatives who can adequately represent the class. *Richmond v. Dart Industries, Inc.*, 29 Cal. 3d
27 462, 470 (1981); *Reese v. Wal-Mart Stores, Inc.*, 73 Cal. App. 4th 1225, 1234 (1999).
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1 were issued, answering any questions and responding to discovery requests. *Id.* For such reasons, Plaintiffs
2 have adequately represented the Class Members and will continue to do so.

3 From the inception of the case, Class Counsel has zealously represented the interests of the Class.
4 The settlement was obtained for the benefit of the Class, as opposed to the individual Class
5 Representatives. Class Counsel have been approved as class counsel in a number of prior cases, have
6 litigated numerous other class action cases, and are competent to represent the Class. Declaration of
7 Dennis Hyun ("Hyun Decl.") ¶¶ 3-6; Declaration of William Marder ("Marder Decl.") ¶¶ 8-14;
8 Declaration of Mark Yablonovich ("Yablonovich Decl.") ¶¶ 3-6.

9 **(c) Defendant's Allegations and Position on Class Certification**
10 **Support Approval.**

11 Defendant contested the merits of the claims and denied it was liable at all. Hyun Decl. ¶ 15.
12 Defendant argued that Plaintiffs' meal and rest break and expense reimbursement claims would not be
13 certified because it maintained compliant policies, because whenever it was reported to it that a class
14 member missed a meal or rest break, a meal or rest break premium was paid, and because it would be
15 extremely difficult to assess whether and when expenses required for work were incurred on a class-wide
16 basis across 7,394 employees in varying roles in a complex organization such as LSPCH. *Id.* Thus,
17 individualized issues would predominate and Plaintiffs would not have been able to certify their meal and
18 rest break and expense reimbursement claims. *Id.* Moreover, even if Plaintiffs prevailed on class
19 certification, Defendant contested the extent of liability. *Id.* For example, with respect to meal and rest
20 break premiums, although a meal break may not have been taken within the first 5 hours of a shift, an
21 employee could have chosen not to take the meal break within the first 5 hours due to preference of taking
22 a later meal break. *Id.* Likewise, with respect to waiting time penalties, Defendant contended that it would
23 not be subject to Section 203 penalties, based on a good faith defense since its policy was compliant. *Id.*
24 With respect to wage statement liability, Defendant contended that liability under Section 226(c) would be
25 subject to additional defenses requiring proof of injuries resulting from knowing and intentional violations.
26 *Id.* Moreover, after reaching the settlement in principle, the California Supreme Court held that an
27 employer's good faith belief in its affirmative defenses may preclude a finding of knowing and intentional
28 conduct to support Section 226 penalties. *Naranjo v. Spectrum Security Serv.*, 15 Cal. 5th 1056 (2024).

1 PAGA penalties are also subject to any good faith defenses that Defendant may raise. Moreover,
2 PAGA penalties are discretionary and subject to reduction by this Court. While Plaintiffs and counsel
3 believe that the claims are meritorious, Plaintiffs are exposed to significant risk that the Court could award
4 a reduced amount of penalties under Labor Code section 2699(e)(2) or find no liability on some or all of
5 the theories of liability. Hyun Decl. ¶ 16. A legitimate controversy exists as to each of the predicate Labor
6 Code violations underlying Plaintiffs' PAGA claims. *Id.* The possibility that no liability is found is
7 therefore a risk. *Id.* Continued litigation would also delay payment to the LWDA and the Aggrieved
8 Employees pending trial and, most likely, appellate proceedings. *Id.*

9 Defendant would also argue for a reduction of any PAGA penalties, as the Court has the discretion
10 to reduce PAGA penalties to ensure that they are not "unjust, arbitrary and oppressive, or confiscatory."
11 See Lab. Code § 2699(e) ("...a court may award a lesser amount than the maximum civil penalty amount
12 specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would
13 result in an award that is unjust, arbitrary and oppressive, or confiscatory."); see *Cotter v. Lyft, Inc.*, 193
14 F.Supp.3d 1030, 1037 (N.D. Cal. 2016) (Chhabria, J.) ("if the case went to judgment and if the drivers
15 prevailed, the Court would very likely reduce the award of PAGA penalties by a substantial amount.")

16 Even when plaintiffs have prevailed at trial on PAGA claims, courts have routinely exercised their
17 discretion to significantly reduce the amount of PAGA penalties awarded to as little as \$5.00 per pay
18 period. See, e.g., *Carrington v. Starbucks Corp., et al.*, San Diego County Superior Court, Case No. 37-
19 2014-00018637-CU-OE-CTL (Apr. 3, 2017) (holding that the plaintiff was only entitled to collect the
20 reduced penalty amount of \$5.00 for each pay period in which a meal period violation occurred; the
21 plaintiff requested penalties in excess of \$70 million and the court reduced the award, stating that awarding
22 the maximum penalty would be unjust, arbitrary, and oppressive based on the defendant's good faith
23 attempts to comply with the law; in fact, the trial court's reduced award of \$150,000 was affirmed on
24 appeal and reflected 0.2% of the total recoverable penalties sought); compare *Fleming v. Covidien, Inc.*,
25 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties by 82%). In *Kaanaana v.*
26 *Barrett Business Services, Inc.*, 29 Cal. App. 5th 778, 788, 809 (2018), the Court of Appeal took no issue
27 with the trial court exercising its discretion in slashing PAGA civil penalties for violations of Labor Code
28 section 512 to 13% of the total recoverable penalties.

1 Defendant also contended that if the case were to continue in litigation, it would be able to show
2 that it took its obligations to comply with the law seriously and it has continued to proactively keep its
3 policies updated and compliant with California's evolving Labor Code and case law. As such, if Plaintiffs
4 were able to prevail on the merits of the PAGA claims, it is likely that the Court would reduce the
5 maximum penalty allowed.

6 Based on the above, Defendant continues to maintain that it is not liable for the allegations made
7 by the Plaintiffs.

8 **(d) Risks, Expenses, and Complexity of Further Litigation Support**
9 **Approval.**

10 Plaintiffs believe that a class can be certified. Hyun Decl. ¶ 14. However, Plaintiffs also believe in
11 the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiffs involved in
12 not prevailing on one or more of the causes of action or theories alleged in the operative Complaint, the
13 possibility of non-certification, and potential for appeals. *Id.*

14 There is always a risk that the court will not grant certification of the class. As Defendant alleges
15 that a class could not have been certified, there was at least a substantial risk that Plaintiffs would not have
16 obtained the total amount of damages alleged, and a substantial number of complex issues that would have
17 necessitated significant expenditure of time and expenses. Therefore, the risks, expenses, and complexity
18 of further litigation warrant granting of this motion.

19 **(e) The Settlement Terms and Negotiation—as Well as the Class**
20 **Member Response—All Support the Conclusion that the**
21 **Settlement is Fair, Adequate, and Reasonable.**

22 Without reiterating the details in the Preliminary Approval Motion showing that the Agreement
23 (and the negotiation process that led up to it) is fair and adequate, the Parties highlight the following facts.
24 The Agreement was the product of negotiation between highly able and experienced attorneys on both
25 sides who possessed the relevant data and extensive legal research which they had carefully analyzed.
26 Hyun Decl. ¶¶ 12-13.

27 Since preliminary approval, no objections and only four requests for exclusion have been
28 submitted. The Class Member response suggests the Court's preliminary approval of the settlement should

1 now be granted final approval. Castro Decl. ¶¶ 11-12. The Court may appropriately infer that the class
2 action settlement is fair, adequate, and reasonable, given that not a single Class Member has submitted an
3 objection. *See Class Plaintiff v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992).

4 **C. Well-Established Legal Principles Support Final Approval of the Settlement.**

5 On a motion for final approval of a class action settlement under Code of Civil Procedure section
6 382 and Rule 3.769 of the California Rules of Court, a court's inquiry is whether the settlement is "fair,
7 adequate and reasonable." *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982). A
8 settlement is fair, adequate, and reasonable, and therefore merits final approval, when "the interests of the
9 class are better served by the settlement than by further litigation." *See Manual for Complex Litigation*,
10 *Fourth* § 21.6 at 309 (Fed. Jud. Ctr., 4th ed. 2004) ("MCL"). The law favors settlement, particularly in
11 class actions and other complex cases, where substantial resources can be conserved by avoiding the time,
12 cost, and rigors of formal litigation. *See* 4 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions* §
13 11.41 (4th ed. 2002); *Class Plaintiff v. City of Seattle*, 955 F.2d at 1276; *Van Bronkhorst v. Safeco Corp.*,
14 529 F.2d 943, 950 (9th Cir. 1976).

15 Although the Court possesses "broad discretion" in determining that a proposed class action
16 settlement is fair, the Court's role must be limited to the extent necessary to reach a reasoned judgment that
17 the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties,
18 and that the settlement, taken as a whole, is fair, reasonable, and adequate to all concerned. *See Officers for*
19 *Justice*, 688 F.2d at 625. Accordingly, the Court should give due regard to what is otherwise a "private
20 consensual agreement" between the parties. *Id.*; *see also Church v. Consolidated Freightways, Inc.*, 1993
21 WL 149840 (N.D. Cal. 1993); *City of Seattle*, 955 F.2d 1268; MCL § 21.6 at 309 ("The judicial role in
22 reviewing a proposed settlement is critical, but limited to approving the proposed settlement, disapproving
23 it, or imposing conditions on it. The judge cannot rewrite the agreement").

24 As the Court of Appeal has cautioned:

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

1 *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1146 (2000).

2 A court's review and approval of a PAGA settlement is subject to a similar standard as that for
3 class action settlement approval. A court should evaluate a PAGA settlement to determine whether it is
4 fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter
5 future ones, and to maximize enforcement of state labor laws. *Moniz v. Adecco USA, Inc.*, 72 Cal. App.
6 5th 56, 77 (2021).

7 **1. The Settlement is Presumed to Be Fair**

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

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

12 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996); *accord, Ellis v. Naval Air Rework Facility*,
13 87 F.R.D. 15, 18 (N.D. Cal. 1980).

14 The settlement in the case at bar warrants approval and carries a presumption of fairness. As
15 previously noted in the Motion for Preliminary Approval, both Plaintiffs' and Defendant's counsel have a
16 great deal of experience in wage and hour class action litigation and Plaintiffs' counsel have been
17 approved as class counsel in numerous wage and hour class actions. Hyun ¶¶ 3-6; Marder Decl. ¶¶ 8-14;
18 Yablonovich Decl. ¶¶ 3-6. Each side has apprised the other of their respective factual contentions and
19 legal theories, and each side has considered the other's contentions and theories. Defendant provided time
20 records and corresponding payroll data for samplings of the putative class members enabling Plaintiffs to
21 assess the full value of Class Members' claims and further enabling negotiations to take place between the
22 Parties. Hyun Decl. ¶¶ 12-13. The settlement is the result of extensive arm's length negotiations involving
23 the mediator with the Parties and their counsel. *Id.*

24 **2. Two-Way Costs and Other Risks Inherent in Litigation Favor Final**
25 **Approval.**

26 To assess the fairness, adequacy, and reasonableness of a class action settlement, the Court also
27 should weigh the immediacy and certainty of substantial settlement proceeds against the risks inherent in
28 continued litigation. *See also In re General Motors Corp.*, 55 F.3d 768, 806 (3d Cir. 1995) ("present value

1 of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not
2 prevailing, should be compared with the amount of the proposed settlement”); *Girsh v. Jepson*, 521 F.2d
3 153, 157 (3d Cir. 1975); *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 616-17 (N.D. Cal. 1979).

4 If Plaintiffs pursued this case without settlement and failed to prevail, Plaintiffs would have been
5 potentially responsible for Defendant’s costs. Cal. Lab. Code § 218.5. As such, should any current or
6 former employees of Defendant bring individual claims on the same causes of action, they would each
7 face the uncertainty of prevailing and the possibility of paying costs to Defendant. Accordingly, such
8 claims likely would not be brought by many of these current and former employees—thus, this lawsuit
9 achieves a true benefit for the Class that they might not otherwise get or seek as individuals. Here, given
10 that a fair and reasonable settlement has been reached, neither Plaintiffs nor any of the Class Members will
11 be required to pay for Defendant’s litigation costs.

12 The risks of this case were weighed by Class Counsel and should be considered a significant
13 factor by the Court in its determination of final approval. Class Counsel obtained a significant settlement
14 for the Class that resulted in a fair recovery which at the same time provides for finality and no risk of
15 costs by the Class Members or Class Representatives.

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

25 **3. The Complexity, Expense, and Likely Duration of Continued**
26 **Litigation Against Defendant Favor Final Approval.**

27 Another factor considered by courts in approving a settlement is the complexity, expense, and
28 likely duration of the litigation. *See Officers for Justice*, 688 F.2d at 625; *Girsh*, 521 F.2d at 157. In

1 applying this factor, courts weigh the benefits of settlement against the expense and delay involved in
2 achieving a favorable result at trial. *Young v. Katz*, 447 F.2d 431, 433-34 (5th Cir. 1971).

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

11 4. The Opinion of Experienced Counsel Favors Final Approval.

12 Class Counsel supports the settlement as fair, reasonable, and adequate, as in the best interest of
13 the Class Members as a whole, and fair, reasonable, and adequate in view of the PAGA’s purposes. Hyun
14 Decl. ¶¶ 14-16; Marder Decl. ¶¶ 3-5; Yablonovich Decl. ¶¶ 24-25. Similarly, counsel for Defendant is in
15 favor of this settlement. The endorsement of qualified and well-informed counsel of a settlement as fair,
16 reasonable, and adequate is entitled to significant weight by the Court in its final approval determination.
17 See *Officers for Justice*, 688 F.2d at 625; *Ellis*, 87 F.R.D. at 18; *Boyd*, 485 F. Supp. at 617; *Linney v.*
18 *Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998).

19 D. The Proposed Procedure for Uncashed Settlement Checks Should Be 20 Approved.

21 As referenced in the Motion for Preliminary Approval, none of the settlement funds will revert to
22 Defendant. The principal for any uncashed checks (upon the check expiration date) will be paid to Legal
23 Aid at Work, WorkSafe, Inc., and California Rural Legal Assistance, in equal portions. Legal Aid at
24 Work is a nonprofit legal services organization that has been assisting low-income working families for
25 more than 100 years. Hyun Decl. ¶ 22. WorkSafe is a California-based organization dedicated to
26 promoting and protecting the basic rights of all people to a safe and healthy workplace. WorkSafe focuses
27 on low-income and immigrant workers and provides free legal training. California Rural Legal Assistance
28 is a nonprofit organization that provides free legal services to low-income workers in rural areas and it

1 focuses on employment and labor, housing, education, rural health, and leadership development. Thus,
2 pursuant to Code of Civil Procedure section 384, these three nonprofit agencies support the underlying
3 class action because they protect and promote workers' rights. *Id.* The Parties and their counsel do not
4 have any interests or involvement with Legal Aid at Work, WorkSafe, Inc., and California Rural Legal
5 Assistance. Gines Decl. ¶ 8; Rios Decl. ¶ 8; Roldan Decl. ¶ 14; Hyun Decl. ¶ 22; Marder Decl. ¶ 18;
6 Yablonovich Decl. ¶ 43; Declaration of Seth Weisburst ¶¶ 1-2.

7 **E. Notice to the LWDA Has Been Provided.**

8 Concurrently with the filing of this motion, Plaintiffs also have uploaded the final approval motion
9 and proposed order to the LWDA. Hyun Decl. ¶ 24; Yablonovich Decl. ¶ 44.

10 **III. CONCLUSION**

11 Plaintiffs respectfully submit that the standards for final approval have been met and the terms of
12 the Agreement are fair, adequate, and reasonable. Accordingly, Plaintiffs respectfully request that the
13 Court enter an Order in the form proposed and submitted.

14 Dated: January 28, 2025

Respectfully submitted,

16 **HYUN LEGAL, APC**

17 By: 
18 DENNIS S. HYUN
19 Attorneys for Plaintiffs
RANDY GINES AND PATRICIA RIOS

20 Dated: January 28, 2025

Respectfully submitted,

22 **POLARIS LAW GROUP**

23 By: 
24 WILLIAM L. MARDER
25 Attorneys for Plaintiffs
26 RANDY GINES AND PATRICIA RIOS
27
28

1 Dated: January 28, 2025

Respectfully submitted,

2 **LAW OFFICES OF MARK YABLONOVICH**

3 By: 
4 _____
5 MARK YABLONOVICH
6 MONICA BALDERRAMA
7 TONY ROBERTS
8 *Attorneys for Plaintiff*
9 KAREN ROLDAN

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF SAN BENITO]

I, Megan Tittle, am employed in the County of San Benito, State of California. I am over the age of 18 and not a party to the within action; my business address is 501 San Benito Street, Suite 200, Hollister, CA 95023.

On January 28, 2025, I served the following document(s) described as: **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT** on the interested parties in this action as follows:

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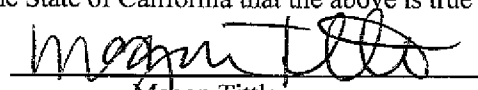
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 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the Sayer eFileCA E-Filing System at the website www.efile.sayerlegal.com, addressed to all parties appearing on the electronic service list 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 28, 2025, at Hollister, California.


Megan Tittle