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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

THALIA MARAVILLA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

LCS COMMUNITY EMPLOYMENT
LLC, an Iowa limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: SCV-270452

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

Date: March 12, 2025

Time: 3:00 p.m.

Dept.: 17

Complaint Filed: March 23, 2022

Trial Date: None

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

2 **PLEASE TAKE NOTICE** that on March 12, 2025 at 3:00 p.m., or as soon thereafter as
3 the matter may be heard, before the Honorable Bradford DeMeo, judge presiding, in Department
4 17 of the above-referenced Court located at 3035 Cleveland Avenue, Suite 200, Santa Rosa, CA
5 95403, Plaintiff Thalia Maravilla (“Plaintiff”) will seek an Order:

6 1. Granting final approval to the Joint Stipulation of Class and Representative
7 Action Settlement (“Agreement” or “Settlement Agreement”) in this Action;

8 2. Approving distribution of the settlement funds to Settlement Class Members
9 pursuant to the terms of the Settlement Agreement;

10 3. Approving Plaintiff’s request for an award of the Enhancement Payment in the
11 amount of \$10,000.00, pursuant to the terms of the Settlement Agreement;

12 4. Approving Plaintiff’s request for an award of attorneys’ fees of one-third (1/3) of
13 the Gross Settlement Amount (\$904,304.00), *i.e.*, the sum of \$301,434.66, and reimbursement of
14 actual litigation costs of \$12,968.74, pursuant to the terms of the Settlement Agreement;

15 5. Approving Plaintiff’s request for payment of the Settlement Administration Costs
16 to CPT Group in the amount of \$11,500.00, pursuant to the terms of the Settlement Agreement;

17 6. Approving Plaintiff’s request for payment to the California Labor and Workforce
18 Development Agency of \$37,500.00, pursuant to the PAGA and the terms of the Settlement
19 Agreement; and
20

21 7. Entering final judgment as to all members of the Class in this action.

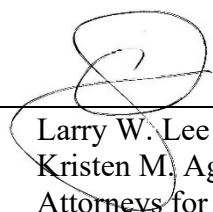
22 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which
23 provides for court approval of the settlement of a purported class action and allows the Court to
24 grant final certification of a class for settlement purposes. The basis for this unopposed Motion is
25 that the proposed settlement is fair, adequate, and reasonable, and the procedures proposed by the
26 Parties are adequate to ensure the opportunity of Class Members to participate in, opt out of, or
27 object to the settlement. In light of the overwhelmingly positive response, as shown by the lack of
28 objections and disputes to the settlement and 100% of Class Members participating in the

1 settlement, there is no question that the settlement is fair, reasonable, and adequate and thus
2 should be granted final approval.

3 This Motion is based on the Memorandum of Points and Authorities and the supporting
4 Declarations of Larry W. Lee, Kristen M. Agnew, Max Gavron, Kelsey Webber, Shaelyn A.
5 Stewart, Plaintiff Thalia Maravilla, and Kaylie O'Connor of CPT Group, Inc., and upon the oral
6 arguments of counsel (should there be any), and on the complete records and file herein.

7
8 DATED: February 18, 2025

DIVERSITY LAW GROUP, P.C.

9
10 By: 

Larry W. Lee

Kristen M. Agnew

Attorneys for Plaintiff and the Class

TABLE OF CONTENTS

Page

I.	INTRODUCTION.....	10
II.	THE PAYMENTS TO THE SETTLEMENT CLASS MEMBERS AND PAGA EMPLOYEES	11
III.	CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE SETTLEMENT	12
IV.	THE SETTLEMENT CLASS SHOULD BE CERTIFIED	13
	A. The Class is Ascertainable.....	13
	B. There is a Community of Interest.....	14
	1. There are Predominant Common Questions of Law and Fact.....	14
	2. Plaintiff's Claims are Typical of the Class Claims	15
	3. Plaintiff Adequately Represented the Class	15
V.	UNDER WELL-ESTABLISHED LEGAL PRINCIPLES, THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT.....	16
	A. Standard of Review.....	16
	B. The Settlement is Presumed to Be Fair.....	17
	C. The Negotiation and Terms of the Settlement Strongly Support the Conclusion that the Settlement is Fair, Adequate, and Reasonable	18
	D. Two-Way Costs and Other Risks Inherent in Continued Litigation Favor Final Approval	19
	E. The Complexity, Expense, and Likely Duration of Continued Litigation Against Defendant Favor Final Approval	20
	F. The Opinion of Experienced Counsel Favors Final Approval	21
	G. The Favorable Reception of the Settlement by Class Members Favors Final Approval	21
	H. The Settlement Effectuates PAGA's Objectives.	21
	I. The Proposed Procedure for Uncashed Settlement Checks Should Be	

1	Approved	22
2	J. The Requested Class Representative Enhancement Should Be Approved	22
3	K. The Requested Attorneys’ Fees Should Be Approved.....	24
4	L. The Court Should Approve the Request for Reimbursement of Costs.....	30
5	M. The Settlement Administrator’s Fees and Costs Should Be Approved	30
6	N. Plaintiff Has Provided Notice to the LWDA	31
7	VI. CONCLUSION	31

TABLE OF AUTHORITIES

Page(s)

State Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> , 85 Cal. App. 4th 1135 (2000)	18
<i>Chavez v. Netflix, Inc.</i> , 162 Cal. App. 4th 43 (2008)	26, 28
<i>City of Oakland v. Oakland Raiders</i> , 203 Cal. App. 3d 78 (1988)	28
<i>Classen v. Weller</i> , 145 Cal. App. 3d 27 (1983)	16
<i>Daar v. Yellow Cab Co.</i> , 67 Cal. 2d 695 (1967)	14
<i>Dunk v. Ford Motor Co.</i> , 48 Cal. App. 4th 1794 (1996)	18
<i>Flannery v. California Highway Patrol</i> , 61 Cal. App. 4th 629 (1998)	29
<i>Ketchum v. Moses</i> , 24 Cal. 4th 1122 (2001)	30
<i>Kullar v. Foot Locker Retail, Inc.</i> , 168 Cal. App. 4th 116, 130, 133 (2008)	19
<i>Laffitte v. Robert Half Int’l</i> , 1 Cal. 5th 480 (2016)	25, 26, 27
<i>Laffitte v. Robert Half Int’l</i> , 231 Cal. App. 4th 860 (2014)	26, 28
<i>Lealao v. Beneficial California, Inc.</i> , 82 Cal. App. 4th 19 (2000)	28, 30
<i>Lockheed Martin Corp. v. Superior Court</i> , 29 Cal. 4th 1096 (2003)	15
<i>Martino v. Denevi</i> , 182 Cal. App. 3d 553 (1986)	29
<i>Moniz v. Adecco USA, Inc.</i> , 72 Cal.App.5th 56, 77 (2021)	22, 23
<i>PLCM Group, Inc. v. Drexler</i> , 22 Cal. 4th 1084 (2000)	29
<i>Reese v. Wal-Mart Stores, Inc.</i> , 73 Cal. App. 4th 1225 (1999)	15
<i>Reyes v. San Diego County Board of Supervisors</i> , 196 Cal. App. 3d 1263 (1987)	15
<i>Richmond v. Dart Industries</i> , 29 Cal. 3d 462 (1981)	14
<i>Serrano v. Priest</i> , 20 Cal. 3d 25 (1977)	30
<i>Serrano v. Unruh</i> , 32 Cal. 3d 621 (1982)	29
<i>Simons v. Horowitz</i> , 151 Cal. App. 3d 834 (1984)	17
<i>Sutter Health Uninsured Pricing Cases</i> , 171 Cal. App. 4th 495 (2009)	28

1	<i>Vasquez v. Superior Court</i> , 4 Cal. 3d 800 (1971).....	14
2	<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal. App. 4th 224 (2001).....	28, 30
3	<u>Federal Cases</u>	
4	<i>Ackerman v. Kassar</i> , 1993 WL 326453 (9th Cir. 1993).....	18
5	<i>Boyd v. Bank of Am. Corp.</i> , 2014 U.S. Dist. LEXIS 162880 (C.D. Cal. Nov. 18, 2014).....	30
6	<i>Boyd v. Bechtel Corp.</i> , 485 F. Supp. 610 (N.D. Cal. 1979).....	20, 22
7	<i>Brotherton v. Cleveland</i> , 141 F. Supp. 2d 907 (S.D. Ohio 2001).....	24
8	<i>Byrd v. Civil Serv. Comm’n</i> , 459 U.S. 1217 (1983).....	17
9	<i>Church v. Consolidated Freightways, Inc.</i> , 1993 WL 149840 (N.D. Cal. 1993).....	18
10	<i>Class Plaintiffs v. City of Seattle</i> , 955 F.2d 1268, 1291 (9th Cir. 1992)	22
11	<i>Cook v. Niedert</i> , 142 F.3d 1004 (7th Cir. 1998).....	25
12	<i>Craft v. County of San Bernardino</i> , 624 F. Supp. 2d 1113 (C.D. Cal. 2008).....	28
13	<i>Dyer v. Wells Fargo Bank, N.A.</i> , 303 F.R.D. 326 (N.D. Cal. 2014).....	28
14	<i>Eisen v. Carlisle & Jacquelin</i> , 417 U.S. 156 (1974).....	14
15	<i>Ellis v. Naval Air Rework Facility</i> , 87 F.R.D. 15 (N.D. Cal. 1980)	18, 22
16	<i>Enter. Energy Corp. v. Columbia Gas Transmission Corp.</i> , 137 F.R.D. 240 (S.D. Ohio 1991)..	24
17	<i>Fernandez v. Victoria Secret Stores LLC</i> , 2008 WL 8150856 (C.D. Cal. July 21, 2008).....	26
18	<i>Gaskill v. Gordon</i> , 160 F.3d 361 (7th Cir. 1998).....	26
19	<i>Girsh v. Jepson</i> , 521 F.2d 153 (3d Cir. 1975).....	20, 21
20	<i>Glass v. UBS Fin. Servs.</i> , No. C-06-4068, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. Jan. 27, 2007)	
21		24
22	<i>Hanon v. Dataproducts Corp.</i> , 976 F.2d 497 (9th Cir. 1992).....	16
23	<i>Haro v. Walmart, Inc.</i> , 2025 WL 73109, at *14 (E.D. Cal., 2025).....	31
24	<i>Hopkins v. Stryker Sales Corp.</i> , No. 11-CV-02786-LHK, 2013 WL 496358 (N.D. Cal. Feb. 6,	
25	2013)	28
26	<i>In re Dun & Bradstreet Credit Servs. Customer Litig.</i> , 130 F.R.D. 366 (S.D. Ohio 1990)	24
27	<i>In re General Motors Corp.</i> , 55 F.3d 768 (3d Cir. 1995).....	20
28	<i>In re Rite Aid Corp. Secs. Litig.</i> , 396 F.3d 294 (3d Cir. 2005).....	27

1	<i>In re Wash. Pub. Power Supply Sys. Sec. Litig.</i> , 720 F. Supp. 1379 (D. Ariz. 1989).....	18
2	<i>Kang v. Wells Fargo Bank, N.A.</i> , 2021 WL 5826230, at *15 (N.D.Cal., 2021).....	22
3	<i>Linney v. Cellular Alaska P’ship</i> , 151 F.3d 1234 (9th Cir. 1998).....	18, 22
4	<i>Mullane v. Central Hanover Bank & Trust Co.</i> , 339 U.S. 306 (1950).....	14
5	<i>New York Gaslight Club, Inc. v. Carey</i> , 447 U.S. 54 (1980).....	29
6	<i>O’Connor v. Uber Technologies, Inc.</i> , 201 F.Supp.3d 1110, 1134 (N.D. Cal. 2016).....	23
7	<i>Officers for Justice v. Civil Serv. Comm’n</i> , 688 F.2d 615 (9th Cir. 1982)	17, 18, 21, 22
8	<i>Phillips Petroleum Co. v. Shutts</i> , 472 U.S. 797 (1985)	14
9	<i>Phillips Petroleum Co. v. Shutts</i> , 472 U.S. 797, 811-12 (1985)	14
10	<i>Rendon v. Infinity Fasteners, Inc.</i> , 2023 WL 2918678, at *3 (E.D. Cal., 2023)	22
11	<i>Swedish Hospital v. Shalala</i> , 1 F.3d 1261 (D.C. Cir. 1993)	27
12	<i>United States ex rel. Terry v. Wasatch Advantage Group, LLC</i> , 2025 WL 406589, at *7	
13	(E.D.Cal., 2025).....	31
14	<i>Van Bronkhorst v. Safeco Corp.</i> , 529 F.2d 943 (9th Cir. 1976)	17, 21
15	<i>Van Vranken v. Atlantic Richfield Co.</i> , 901 F. Supp. 294 (N.D. Cal. 1995).....	24
16	<i>Vandervort v. Balboa Capital Corp.</i> , 8 F. Supp. 3d 1200 (C.D. Cal. 2014).....	30
17	<i>Vizcaino v. Microsoft Corp.</i> , 290 F.3d 1043 (9th Cir. 2002).....	28
18	<i>Willner v. Manpower Inc.</i> , No. 11-CV-02846-JST, 2015 WL 3863625 (N.D. Cal. June 22, 2015)	
19		28
20	<i>Young v. Katz</i> , 447 F.2d 431 (5th Cir. 1971).....	21
21	<u>Statutes</u>	
22	California Code of Civil Procedure § 382	15, 17
23	California Code of Civil Procedure § 384	23
24	Civil Code § 1542	24
25	<u>Other Authorities</u>	
26	Alba Conte & Herbert B. Newberg, 4 Newberg on Class Actions § 11.41 (4th ed. 2002)	17, 21
27	Brickman, Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-	
28	Competitive Fees, 81 Wash U. L. Q. 653 (Fall 2003)	26

Eisenberg & Miller, Attorney Fees in Class Action Settlements: An Empirical Study: 1993-2008, 7 J. of Empirical Leg. Stud. 248 (2010).....	27
Fitzpatrick, An Empirical Study of Class Action Settlements and Their Fee Award, 7 J. Empirical Leg. Stud. 811 (2010).....	26
Manual for Complex Litigation, Fourth § 21.6 (Fed. Jud. Ctr., 4th ed. 2004)	17, 18
Report of the Third Circuit Task Force, Court Awarded Attorney Fees, 108 F.R.D. 237 (1985)	28

Rules

California Rule of Court 3.769	17
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MEMORANDUM OF POINTS & AUTHORITIES

I. INTRODUCTION

Plaintiff Plaintiff Thalia Maravilla (“Plaintiff”) seeks the Court’s final approval of the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement Agreement”) with Defendant LCS Community Employment LLC (“Defendant”) (Plaintiff and Defendant shall be collectively referred to as the “Parties”). The Settlement Agreement provides for a \$904,304.00 **non-reversionary** fund (“Gross Settlement Amount”) to be created for the benefit of the Class, from which the Class Counsel Award, Enhancement Payment, payment of PAGA penalties to the California Labor and Workforce Development Agency (“LWDA”) and PAGA Employees, and Settlement Administration Costs are to be paid. The Net Settlement Amount will be paid to all Class Members who did not opt-out of the settlement. Here, no individuals opted out of the settlement or objected to the settlement.

The history of this litigation was previously detailed in Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. The Court preliminary approved this settlement on November 15, 2024, directing distribution of Notice of Proposed Class Action Settlement (“Notice Packet”) and scheduling the hearing for final approval of the settlement (the “Preliminary Approval Order”). As directed by the Court, the Settlement Administrator selected by the Parties – CPT Group (“CPT”) – distributed the Notice Packet to 893 Class Members and/or PAGA Employees. Declaration of Kaylie O’Connor (“Admin. Decl.”) ¶¶ 6, 8. Sixty-Seven (67) Notice Packets were returned. *Id.* at ¶ 9. CPT located current mailing addresses for the returned Notice Packets, and successfully remailed thirty-four (34) Notice Packets. *Id.* ¶ 10. To date, there have been no Requests for Exclusion, objections or disputes to the settlement submitted by Class Members. *Id.* at ¶¶ 12-14. As such, the settlement has a participation rate of **100%**. *Id.* at ¶ 15. In light of this positive response from Class Members, an inference can be made that the Class supports the Court’s Preliminary Approval Order finding that the Settlement Agreement is fair and reasonable.

1
2 **II. THE PAYMENTS TO THE SETTLEMENT CLASS MEMBERS AND PAGA**
3 **EMPLOYEES**

4 The Settlement requires Defendant to pay the Gross Settlement Amount of \$904,304.00.
5 The Gross Settlement Amount is non-reversionary, such that no monies will revert back to
6 Defendant. The Net Settlement Amount is estimated to be \$518,400.60. *See* Admin Decl. ¶ 16.
7 The Net Settlement Amount is based on the following:

Gross Settlement Amount	\$904,304.00
Less Class Counsel Fees	(\$301,434.66)
Less Class Counsel Costs	(\$12,968.74)
Less Enhancement Payment	(\$10,000.00)
Less PAGA Allocation	(\$50,000.00)
<u>Less Settlement Administration Costs</u>	<u>(\$11,500.00)</u>
Net Settlement Amount	\$ 518,400.60

15 *See id.*

16
17 Pursuant to the terms of the Settlement Agreement, Settlement Class Members will receive
18 a proportionate share of the Net Settlement, based on the number of workweeks the employee
19 worked at least one shift at: (i) the Arbol Residences in Santa Rosa, California, during the period
20 of March 2, 2020 through April 16, 2023; (ii) the Forum in Cupertino, California, during the period
21 of March 5, 2020 through March 3, 2023; and/or (iii) the Moldaw Residences in Palo Alto,
22 California, during the period of October 1, 2021 through January 4, 2023. *See* SA §C-9. There are
23 893 Settlement Class Members, with a total of 38,181 Workweeks at issue during the Class Period.
24 *See* Admin Decl. ¶ 17. Based on estimated settlement calculations at this time, the estimated
25 average payment to each Settlement Class Member will be \$581.82, and the highest payment to a
26 Settlement Class Member is estimated to be \$2,063.77. *See id.*

27 The Settlement allocates \$50,000.00 of the Gross Settlement Amount toward penalties
28 under the Private Attorneys General Act (“PAGA Allocation”), of which 75% (or \$37,500.00),

1 shall be paid to the Labor and Workforce Development Agency (“LWDA”). The remaining 25%
2 (or \$12,500.00) shall be paid to PAGA Employees who worked during the PAGA Period. *See* SA
3 § C-7. Based on the estimated calculations at this time, the average Individual PAGA Penalty
4 Payment to each PAGA Employee is estimated to be \$14.00 and the highest payment is estimated
5 to be \$30.28. *See* Admin. Decl. ¶ 18.

6 **III. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE**
7 **SETTLEMENT**

8 The notice procedures required by the Preliminary Approval Order have been followed and
9 satisfy all due process rights of Class Members. Specifically, the Preliminary Approval Order
10 contemplated that the Notice of Proposed Class Action Settlement, as approved in the Preliminary
11 Approval Order, be sent to all Class Members by first class mail, as specified in the Settlement
12 Agreement. Further, the Preliminary Approval Order contemplated that CPT Group would serve
13 as the Settlement Administrator.

14 As clearly stated in the Declaration of Kaylie O’Connor, notice was provided to all Class
15 Members. On December 13, 2024, the Settlement Administrator received the Class Data from
16 Defendants’ counsel that included 893 Class Members and/or PAGA Employees. Admin. Decl. ¶
17 6. Prior to mailing the Notice Packet, the Settlement Administrator conducted a National Change
18 of Address (NCOA) search to correct and/or update the Class Data in case of any address changes.
19 *Id.* at ¶ 7. On December 30, 2024, the Settlement Administrator mailed the Notice Packet to all
20 Class Members on the mailing list via U.S. first class mail. *Id.* at ¶ 8. From the date of mailing,
21 sixty-seven (67) Notices were returned to the Settlement Administrator due to incorrect addresses.
22 *Id.* at ¶ 9. CPT conducted a skip trace to determine appropriate addresses for the returned Notices
23 and remailed thirty-four (34) Notices. *Id.* at ¶ 10. As of the date of this declaration, thirty--four
24 (34) Notice Packets remain undeliverable with no forwarding address and no new correct mailing
25 address through skip trace. *Id.* Further, the Notice provided Class Members with Class Counsel’s
26 and the Settlement Administrator’s contact information, where they could further seek information
27
28

1 regarding the Settlement, ask questions, review pleadings in the case, and update their address. *Id.*
2 at ¶ 5, Exhibit A.

3 The provision of sending the notice to class members as described above meets the
4 requirements for the “best notice practicable” in this case as necessary to protect the due process
5 rights of class members. *See, Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985)
6 (provision of “best notice practicable” with description of the litigation and explanation of opt-out
7 rights satisfies due process); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974)
8 (individual notice must be sent to class members who can be identified through reasonable means);
9 *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (best practicable notice
10 is that which is “reasonably calculated, under all the circumstances, to apprise interested parties of
11 the pendency of the action and afford them an opportunity to present their objections”).

12 Here, Class Members were provided with a mailing that explained the Settlement and
13 allowed Class Members to seek information, ask questions, and exclude themselves and/or object
14 to the Settlement, if so desired. As such, proper notice has been given to the Class. Thus, the Court
15 may determine the fairness and adequacy of the settlement and enter its Order granting final
16 approval, secure in the knowledge that all absent Class Members have been given the opportunity
17 to participate fully in the Settlement, exclusion, and the approval process.

18 **IV. THE SETTLEMENT CLASS SHOULD BE CERTIFIED**

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

28 **A. The Class is Ascertainable**

Whether a class is “ascertainable” within the meaning of Code of Civil Procedure § 382 “is determined by examining (1) class definition, (2) the size of the class, and (3) the means available for identifying the class members.” *Reyes v. San Diego County Board of Supervisors*, 196 Cal. App. 3d 1263, 1271 (1987). Here, the Settlement Class consists of: (i) all current and former non-exempt employees of Defendant who worked at least one Shift at the Arbol Residences in Santa Rosa, California, at any time from March 2, 2020 through April 16, 2023; (ii) all current and former non-exempt employees of Defendant who worked at least one Shift at the Forum in Cupertino, California, at any time from March 5, 2020 through March 3, 2023; and (iii) all current and former non-exempt employees of Defendant who worked at least one Shift at the Moldaw Residences in Palo Alto, California, at any time from October 1, 2021 through January 4, 2023. See SA § A-3. Based on Defendant’s records, there are 891 individuals that comprise the Settlement Class. Admin. Decl. ¶ 15. This is more than the minimum required to certify a class.

Within the context of manageability, the issue is whether there exists sufficient means for identifying class members at the remedial stage. *Reyes*, 196 Cal. App. 3d at pp. 1274-75. Settlement Class Members have already been identified by Defendant and notice was provided to Settlement Class Members, as provided in the Settlement Agreement. Admin. Decl. ¶¶ 5-8.

B. There is a Community of Interest

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

1. There are Predominant Common Questions of Law and Fact

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

1 In the present case, Plaintiff alleges that Defendants, as a matter of their corporate policy,
2 practice, or procedure violated the Labor Code by: (1) failing to pay employees minimum and/or
3 overtime wages for time spent undergoing check in procedures, including COVID temperature
4 checks and questionnaires, in violation of Labor Code sections 226.2, 510, 558, 1194, 1197 and
5 1197.1; (2) failing to provide accurate wage statements to employees, in violation of Labor Code
6 section 226(a); and (3) failing to pay all earned wages upon termination to separating employees,
7 in violation of Labor Code sections 201, 202, 203, and 204. In other words, Plaintiff was allegedly
8 subjected to the same policy and practice as other Class Members. Plaintiff contends that these
9 are uniform corporate policies, practices, and procedures of Defendant. Thus, as alleged by
10 Plaintiff, the claims can be jointly tried and thus the predominance requirement is satisfied.
11 Defendant denies these claims, denies that liability could be established on a class-wide basis, and
12 contend instead that liability and damages, if any, would need to be conducted on a case-by-case
13 basis.

14 **2. Plaintiff's Claims are Typical of the Class Claims**

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

23 Plaintiff asserts that she was subjected to the same payroll policies and practices as all other
24 Settlement Class Members. See Declaration of Thalia Maravilla ("Maravilla Decl.") ¶¶ 2-4.
25 Accordingly, Plaintiff contends that she was subjected to the same policies and practices as other
26 Settlement Class Members and typicality is satisfied.

27 **3. Plaintiff Adequately Represented the Class**

28

1 The class representative, through qualified counsel, must be capable of “vigorously and
2 tenaciously” protecting the interests of the class members. *Simons v. Horowitz*, 151 Cal. App. 3d
3 834, 846 (1984). Here, Plaintiff does not have any interests adverse to the Settlement Class, nor
4 have any such issues been raised or presented. Maravilla Decl. ¶ 7. Plaintiff has taken all necessary
5 steps to represent the interests of the Settlement Class, including providing information and
6 documents to counsel, discussing the lawsuit with counsel on several occasions, and reviewing the
7 various pleadings including the Complaint, Settlement Agreement, and declarations submitted in
8 this case. *Id.* at ¶¶ 8, 9. For such reasons, Plaintiff has adequately represented the Settlement Class
9 Members and will continue to do so.

10 **V. UNDER WELL-ESTABLISHED LEGAL PRINCIPLES, THE COURT SHOULD**
11 **GRANT FINAL APPROVAL OF THE SETTLEMENT**

12 **A. Standard of Review**

13 On a motion for final approval of a class action settlement under California Code of Civil
14 Procedure section 382 and California Rule of Court 3.769, a court’s inquiry is whether the
15 settlement is “fair, adequate and reasonable.” *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d
16 615, 625 (9th Cir. 1982), *cert. denied subnom.*, *Byrd v. Civil Serv. Comm’n*, 459 U.S. 1217 (1983).
17 A settlement is fair, adequate, and reasonable, and therefore merits final approval, when “the
18 interests of the class are better served by the settlement than by further litigation.” *See Manual for*
19 *Complex Litigation*, Fourth § 21.6 at 309 (Fed. Jud. Ctr., 4th ed. 2004) (“MCL”). The law favors
20 settlement, particularly in class actions and other complex cases, where substantial resources can
21 be conserved by avoiding the time, cost, and rigors of formal litigation. *See Alba Conte & Herbert*
22 *B. Newberg*, 4 Newberg on Class Actions § 11.41 (4th ed. 2002); *Class Plaintiffs v. City of Seattle*,
23 955 F.2d 1268, 1276 (9th Cir. 1992); *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir.
24 1976).

25 Although the court possesses “broad discretion” in determining that a proposed class action
26 settlement is fair, the court’s role must be limited to the extent necessary to reach a reasoned
27 judgment that the agreement is not the product of fraud or overreaching by, or collusion between,
28 the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and adequate

1 to all concerned. *See Officers for Justice*, 688 F.2d at 625. Accordingly, the court should give due
2 regard to what is otherwise a “private consensual agreement” between the parties. *Id.*; *see also*
3 *Church v. Consolidated Freightways, Inc.*, 1993 WL 149840 (N.D. Cal. 1993); *In re Wash. Pub.*
4 *Power Supply Sys. Sec. Litig.*, 720 F. Supp. 1379 (D. Ariz. 1989), *aff’d sub nom.*; *City of Seattle*,
5 955 F.2d 1268; MCL § 21.6 at 309 (“The judicial role in reviewing a proposed settlement is critical,
6 but limited to approving the proposed settlement, disapproving it, or imposing conditions on it.
7 The judge cannot rewrite the agreement”).

8 A court’s approval of a class action settlement will only be reversed for a clear abuse of
9 discretion. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); *Officers for Justice*,
10 688 F.2d at p. 626 (“reverse only upon a strong showing that the district court’s decision was a
11 clear abuse of discretion”); *City of Seattle*, 955 F.2d at 1276; *Ackerman v. Kassar*, 1993 WL
12 326453 (9th Cir. 1993); *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1238 (9th Cir. 1998). As
13 the court cautioned in *7-Eleven Owners for Fair Franchising v. Southland Corp.*:

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

23 85 Cal. App. 4th 1135, 1146 (2000).

24 **B. The Settlement is Presumed to Be Fair**

25 The court should begin its analysis with the presumption that the settlement is fair and
26 should be approved:

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

Dunk, 48 Cal. App. 4th at 1802; accord, *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D.
Cal. 1980); *In re Wash. Pub Power Supply*, 720 F. Supp. at 1387. The settlement in the case at bar

warrants approval and carries a presumption of fairness. As previously noted in the application for Preliminary Approval, this current settlement was negotiated at arm's length during a full day of mediation. Agnew Decl. ¶ 3. Second, Class Counsel engaged in extensive factual investigation before settling, including the exchange of formal and informal discovery. Specifically, Class Counsel analyzed Defendant's written policies and putative class data, including the number of putative class members, the number of workweeks worked by putative class members, the number of separated putative class members, the number of wage statements issues to putative class members, and the average hourly rates of putative class members. *Id.* at ¶ 5. Further, Class Counsel are highly experienced in this type of litigation. As shown in the supporting declarations, Class Counsel have significant experience in class actions and employment wage and hour matters. Agnew Decl. ¶¶ 8-15; Declaration of Max Gavron ("Gavron Decl.") ¶ 9-11; Declaration of Larry W. Lee ("Lee Decl.") ¶¶ 5-7; Declaration of Kelsey Webber ("Webber Decl.") ¶¶ 4-10; Declaration of Shaelyn Stewart ("Stewart Decl.") ¶¶ 4-6.

C. The Negotiation and Terms of the Settlement Strongly Support the Conclusion that the Settlement is Fair, Adequate, and Reasonable

As explained by the Court of Appeal in *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 130, 133 (2008), a class action settlement should be approved when the plaintiff has conducted sufficient discovery, and the settlement is reasonable in light of the strengths of the plaintiff's claims. As discussed in the Motion for Preliminary Approval, Class Counsel have conducted extensive formal and informal discovery and investigation and, in light of the strength and weaknesses of Plaintiff's claims, Class Counsel submits that this settlement is fair pursuant to *Kullar*.

Without reiterating the Parties' showing that the Settlement Agreement and the negotiation process that led up to it was fair and adequate, as set forth in detail in the Motion for Preliminary Approval, the Parties highlight the following facts. The Settlement Agreement was the product of negotiation between highly able and experienced attorneys on both sides. *See* Agnew Decl. ¶¶ 2-7. In addition, the resolution of this case was reached with the assistance of an experienced mediator and only after the production of data relevant to the potential value of the class and PAGA

1 claims. *See id.* Based on the information provided by Defendant, Class Counsel was able to
2 determine, among other things, approximations of the total number of Class Members and PAGA
3 Employees, the number of workweeks worked during the Class Period and PAGA Period, and the
4 average rate of pay for all employees. *See id.* at ¶ 7. Class Counsel calculated a range of potential
5 damages and penalties. *See id.* In the present case, Class Counsel estimates that the Gross
6 Settlement Amount is between 9.9% and 13.8 % of the maximum recovery of the class and
7 representative PAGA claims. *See id.*

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

10 To assess the fairness, adequacy, and reasonableness of a class action settlement, the court
11 also should weigh the immediacy and certainty of substantial settlement proceeds against the risks
12 inherent in continued litigation. *See also In re General Motors Corp.*, 55 F.3d 768, 806 (3d Cir.
13 1995) (“present value of the damages plaintiffs would likely recover if successful, appropriately
14 discounted for the risk of not prevailing, should be compared with the amount of the proposed
15 settlement”) (internal citations omitted); *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975); *Boyd*
16 *v. Bechtel Corp.*, 485 F. Supp. 610, 616-17 (N.D. Cal. 1979).

17 If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff would have
18 been potentially responsible for Defendant’s costs. As such, should individual current or former
19 employees of Defendant bring individual claims on the same causes of action, they would each
20 face the uncertainty of prevailing and the possibility of paying costs to Defendant. Accordingly,
21 such claims likely would not be brought by many of these current and former employees – thus,
22 this lawsuit achieves a true benefit for the Settlement Class that they might not otherwise get or
23 seek as individuals. Here, given that a fair and reasonable settlement has been reached, neither
24 Plaintiff nor any of the Settlement Class Members will be required to pay for Defendant’s litigation
25 costs.

26 The risks of this case were weighed by Class Counsel and should be considered a
27 significant factor by the Court in its determination of final approval. Class Counsel obtained a
28 significant settlement for the Settlement Class that resulted in a fair recovery which at the same

1 time provides for finality and no risk of costs by the Settlement Class Members or Class
2 Representative. The Settlement Agreement also affords the Settlement Class prompt, fair relief
3 while avoiding significant legal and factual battles that otherwise may have prevented the
4 Settlement Class from obtaining any recovery at all. While Class Counsel believe that Settlement
5 Class Members' claims are meritorious and can be successfully litigated, they are experienced and
6 fully understand the inherent risks and uncertainty involved with such matters as the resolution of
7 class certification, the outcome of a potential trial, and the outcome of any appeals that would
8 inevitably follow should the Settlement Class prevail at trial. Class Counsel have also assessed the
9 same risks in connection with the current settlement. Because the settlement provides immediate
10 and substantial relief, without the attendant risks and delay of continued litigation – not to mention
11 the threat of litigation fees and costs – Class Counsel believe that the settlement warrants the
12 Court's final approval. *See* Agnew Decl. ¶ 2; Lee Decl. ¶¶ 2, 3; Gavron Decl. ¶ 2; Webber Decl. ¶
13 2; Stewart Decl. ¶ 2.

14 **E. The Complexity, Expense, and Likely Duration of Continued Litigation**
15 **Against Defendant Favor Final Approval**

16 Another factor considered by courts in approving a settlement is the complexity, expense,
17 and likely duration of the litigation. *See Officers for Justice*, 688 F.2d at p. 625; *Girsh*, 521 F.2d at
18 157. In applying this factor, the court must weigh the benefits of the settlement against the expense
19 and delay involved in achieving an equivalent or more favorable result at trial. *Young v. Katz*, 447
20 F.2d 431, 433-34 (5th Cir. 1971). As noted above, continued litigation could have led to appeals
21 on several issues. On the other hand, the settlement that was reached provides to all Settlement
22 Class Members – regardless of their means – fair relief in a prompt and efficient manner. Were the
23 Court to deny final approval, Settlement Class Members would be left without a remedy as a
24 practical matter and courts across the State would have to address the issues presented here in a
25 piecemeal, costly, and time-consuming manner. The settlement in this case is therefore consistent
26 with the “overriding public interest in settling and quieting litigation” that is “particularly true in
27 class action suits.” *See Van Bronkhorst*, 529 F.2d at p. 950 (footnote omitted); *see also* Newberg
28 § 11.41. Here, this case could have involved years of further litigation.

1 **F. The Opinion of Experienced Counsel Favors Final Approval**

2 Class Counsel supports the settlement as fair, reasonable, and adequate, and in the best
3 interest of the Settlement Class Members as a whole. *See* Agnew Decl. ¶ 2; Lee Decl. ¶ 2; Gavron
4 Decl. ¶ 2; Webber Decl. ¶ 2; Stewart Decl. ¶ 2. Similarly, counsel for Defendant is in favor of this
5 settlement. The endorsement of qualified and well-informed counsel of a settlement as fair,
6 reasonable, and adequate is entitled to significant weight by the Court in its final approval
7 determination. *See Officers for Justice*, 688 F.2d at p. 625; *Ellis*, 87 F.R.D. at 18; *Boyd*, 485 F.
8 Supp. At 617; *Linney*, 151 F.3d at 1242.

9 **G. The Favorable Reception of the Settlement by Class Members Favors Final**
10 **Approval**

11 The results after mailing of the Notice support confirmation of the Court’s preliminary
12 approval of the settlement with final approval of the settlement, as evidenced by the fact that no
13 Class Members submitted a request to opt-out, written objection or dispute to the settlement.
14 Admin. Decl. ¶ 12-15. With the 100% rate of participation in the settlement by Class Members,
15 the Court may appropriately infer that the class action settlement is fair, adequate, and reasonable.
16 *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992).

17 **H. The Settlement Effectuates PAGA’s Objectives.**

18 With respect to evaluating the fairness of the settlement of the PAGA claim, the Court’s
19 focus is not the amount that aggrieved employees will ultimately receive as a result of a settlement.
20 Instead, “a trial court should evaluate a PAGA settlement to determine whether it is fair,
21 reasonable, and adequate *in view of PAGA’s purposes to remediate present labor law violations,*
22 *deter future ones, and to maximize enforcement of state labor laws.*” *See Moniz v. Adecco USA,*
23 *Inc.*, 72 Cal.App.5th 56, 77 (2021) (emphasis added); *see also Kang v. Wells Fargo Bank, N.A.*,
24 2021 WL 5826230, at *15 (N.D.Cal., 2021) (evaluating a PAGA settlement under the standard of
25 whether the settlement terms “are fundamentally fair, reasonable, and adequate in view of PAGA’s
26 public policy goals”); *Rendon v. Infinity Fasteners, Inc.*, 2023 WL 2918678, at *3 (E.D. Cal.,
27 2023) (“Courts have approved PAGA settlements upon a showing that: (1) the settlement terms
28 meet the PAGA statutory requirements and (2) are fundamentally fair, reasonable, and adequate

1 in view of the PAGA's policy objectives"). Here, the Settlement vindicates the rights of PAGA
2 Employees who have experienced alleged violations of the Labor Code. *Moniz*, 72 Cal.App.5th at
3 77. Additionally, the six-figure Gross Settlement Amount acts as a deterrent to Defendant and
4 other California employers. *O'Connor v. Uber Technologies, Inc.*, 201 F.Supp.3d 1110, 1134
5 (N.D. Cal. 2016) ("If the settlement for the Rule 23 class is robust, the purposes of PAGA may be
6 concurrently fulfilled. By providing fair compensation to the class members as employees and
7 substantial monetary relief, a settlement not only vindicates the rights of the class members as
8 employees but may have a deterrent effect upon the defendant employer and other employers, an
9 objective of PAGA").

10 **I. The Proposed Procedure for Uncashed Settlement Checks Should Be**
11 **Approved**

12 As referenced in the Motion for Preliminary Approval, to the extent any uncashed
13 settlement funds remain after 180 days of the mailing of the individual settlement payment checks,
14 the Parties have agreed that all such uncashed settlement funds shall be distributed to the *cy pres*
15 recipient Legal Aid at Work, in accordance with Code of Civil Procedure § 384. Class Counsel
16 does not have a conflict of interest with the *cy pres* recipient. *See* Agnew Decl. ¶ 19; Lee Decl. ¶
17 4; Gavron Decl. ¶ 12; Webber Decl. ¶ 3; Stewart Decl. ¶ 3.

18 **J. The Requested Class Representative Enhancement Should Be Approved**

19 The Settlement Agreement authorized Class Representative Thalia Maravilla to request a
20 service payment of \$10,000.00. Plaintiff provided significant assistance with the lawsuit, including
21 discussing the case with Class Counsel on multiple occasions, searching for and providing
22 documents and information regarding Defendant's practices at issue in the case, and reviewing the
23 various files and pleadings submitted in this case. Maravilla Decl. ¶¶ 8, 9. Accordingly, Plaintiff
24 provided invaluable information, evidence, and documents that resulted in this settlement.

25 In addition to the invaluable services that she provided, Plaintiff also took significant risks,
26 both professionally and monetarily, in acting as the Class Representative, seeking benefits on
27 behalf of the Settlement Class. Maravilla Decl. ¶ 6. Because the claims alleged by the Class
28 Representative involved the payment of costs to the prevailing party, Plaintiff could have possibly

1 faced paying the costs of Defendant, had he not prevailed in this action. *Id.* Despite this, however,
2 Plaintiff agreed to pursue this case on behalf of the Class.

3 Also, given that future employers are much less likely to hire individuals who have filed
4 employment-related lawsuits, particularly cases of this nature, the Class Representative also faced
5 significant risk in not being able to find suitable employment and/or face retaliation from
6 prospective employers, all as a result of filing of this case against Defendant. Plaintiff took these
7 risks to the benefit of the Settlement Class. Class Members did not have to file individual lawsuits
8 and bear the risks of payment of costs if they did not prevail, nor did they have to face the potential
9 for retaliation and not getting future employment had they filed a lawsuit which is a public record.
10 These are significant benefits that weigh in favor of granting the requested enhancement.
11 Moreover, this litigation has resulted in a significantly valuable benefit to the Settlement Class
12 (i.e., an average award to Class Members in the amount of \$581.82, with the highest Individual
13 Settlement Payment to Class Members of \$2,063.77), and Plaintiff took on substantial risks in
14 helping to get this financial benefit to the Settlement Class. As such, the service payment should
15 be awarded to Plaintiff for his commitment, dedication, and risks taken for this litigation.

16 Finally, Plaintiff provided a general release and waiver of the protections of Civil Code
17 section 1542, which other Settlement Class Members did not have to do. SA § D-1. This is a more
18 extensive release than that provided by the Settlement Class at large, also supporting the request
19 for the enhancement. *See id.* at § D-2.

20 Courts have routinely granted approval of settlements containing such enhancements. *See*
21 *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (incentive
22 award of \$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.*, 130 F.R.D. 366, 374
23 (S.D. Ohio 1990) (two incentive awards of \$ 55,000, and three incentive awards of \$35,000);
24 *Brotherton v. Cleveland*, 141 F. Supp. 2d 907, 913-14 (S.D. Ohio 2001) (granting a \$50,000
25 incentive award); *Enter. Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 251-
26 52 (S.D. Ohio 1991) (\$50,000 awarded to each class representative); *Glass v. UBS Fin. Servs.*, No.
27 C-06-4068, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27, 2007) (awarding \$25,000
28

incentive award in FLSA overtime wages class action); *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (affirming \$25,000 incentive award to class representative in ERISA case).

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K. The Requested Attorneys' Fees Should Be Approved

The amount of the proposed settlement is a direct result of the effort and work of Class Counsel. The settlement before this Court inures to the benefit of Defendant's employees and is the direct result of Class Counsel's efforts. As set forth in the declarations of Class Counsel, a considerable amount of work done by Class Counsel achieved an enormous benefit to the Class.

The, settlement amount is the result of a considerable expenditure of time, effort, skill, and money by Class Counsel. Class Counsel obtained data pertaining to the number of putative class members and aggrieved employees, as well as Defendant's COVID-19 screening policies, and Defendant' policies and procedures utilized to calculate compensable time worked by putative class members. *See* Agnew Decl. ¶¶ 4-6. The information provided by Defendant allowed Plaintiff to review and analyze the liability and potential exposure. After thoroughly investigating the facts relating to the class and PAGA claims alleged in this lawsuit and engaging in a thorough study of the legal principles applicable to the claims asserted against Defendant and mediation, the Parties were able to reach the current settlement. Class Counsel shouldered the risk that it might recover no fee at all and may even lose the considerable sum it advanced in expenses. Counsel's requested fee, therefore, should be granted in full.

Class Counsel seeks a fee award calculated as approximately one-third of the total value of the Gross Settlement Amount as compensation for the successful prosecution and resolution of this action. Under California law, the award of attorneys' fees in common fund wage and hour class action settlements should start with the percentage method. *See Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created"). Under the percentage of the fund method, the Court's objective remains to "mimic

1 the market” in fixing a reasonable fee. *See Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998)
2 (J. Posner) (“When a fee is set by a court rather than by contract, the object is to set it at a level
3 that will approximate what the market will set.... The judge, in other words, is trying to mimic the
4 market in legal services”).

5 An award of one-third, of the fund in attorneys’ fees mimics the marketplace, as it “is
6 supported by the fact that typical contingency fee agreements provide that class counsel will
7 recover 33% if the case is resolved before trial and 40% if the case is tried.” *Fernandez v. Victoria*
8 *Secret Stores LLC*, 2008 WL 8150856, *16 n. 59 (C.D. Cal. July 21, 2008) (citing Brickman,
9 Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-Competitive Fees,
10 81 Wash U. L. Q. 653, 659 n. 11 (Fall 2003)). Indeed, “empirical studies [that] show that...fee
11 awards in class actions average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.
12 App. 4th 43, 66 n. 11 (2008).

13 The California Supreme Court in *Laffitte* affirmed a fee award representing 33 1/3 percent
14 of the Gross Settlement Amount. *Laffitte*, 1 Cal. 5th at 506. The award approved in *Laffitte* was
15 supported by a lodestar cross-check that employed a multiplier of 2.13. *Id.* at 487. The Court in
16 *Laffitte* explained that when cross-checking a percentage fee request against the lodestar method,
17 the court should examine the imputed multiplier in the lodestar calculation and, only when the
18 multiplier is “extraordinarily high or low [should] the trial court [] consider whether the percentage
19 method should be adjusted so as to bring the imputed multiplier within a justifiable range.” *Id.* at
20 505.

21 Moreover, in the *Laffitte* intermediate court decision, the court observed that “33 1/3
22 percent of the common fund is consistent with, and in the range of, awards in other class action
23 lawsuits.” *Laffitte v. Robert Half Int’l*, 231 Cal. App. 4th 860, 871 (2014). Here, the fee award
24 representing one-third of the fund clearly falls within that range, and is consistent with other
25 comprehensive surveys of class action settlements and fee awards. *See Fitzpatrick*, An Empirical
26 Study of Class Action Settlements and Their Fee Award, 7 J. Empirical Leg. Stud. 811, 833 (2010)
27 (analyzing 444 cases between 2006-2007 and concluding that “[m]ost fee awards were between
28 25 percent and 35 percent, with almost no awards more than 35 percent”); Eisenberg & Miller,

1 Attorney Fees in Class Action Settlements: An Empirical Study: 1993-2008, 7 J. of Empirical Leg.
2 Stud. 248, 262, fn. 16 (2010) (independent studies of class action litigation nationwide conclude
3 that fees representing one-third of the total recovery is consistent with market rates).

4 Finally, “the response of the class members to attorneys’ fee notice, though not decisive,
5 is relevant to the...reasonable determination” regarding fees. *Swedish Hospital v. Shalala*, 1 F.3d
6 1261, 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the court’s
7 “approximation of the market” for fees is well supported. *Id.* at 1269. In this case, the Notice
8 specifically notified Settlement Class Members that Class Counsel would be seeking \$301,434.66
9 of the settlement fund as attorneys’ fees. To date, no Settlement Class Member has objected to the
10 settlement or the request for attorneys’ fees and there is a 100% participation rate. This strong
11 favorable response also supports the requested fees.

12 When the primary method employed to determine fees is the percentage method, courts
13 have discretion to use the lodestar method to “cross-check” the amount of fees calculated by way
14 of percentage. The *Laffitte* Court emphasized, however, that “the lodestar calculation, when used
15 in this manner, does not override the trial court’s primary determination of the fee as a percentage
16 of the common fund and thus does not impose an absolute maximum or minimum on the potential
17 fee award.” *Laffitte*, 1 Cal. 5th at 505 (emphasis added); *In re Rite Aid Corp. Secs. Litig.*, 396 F.3d
18 294, 306-307 (3d Cir. 2005) (“[The lodestar cross-check does not trump the primary reliance on
19 the percentage of common fund method”).

20 Nonetheless, the Supreme Court in *Laffitte* stated: “If the multiplier calculated by means
21 of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the
22 percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range,
23 but the court is not necessarily required to make such an adjustment.” *Id.* (emphasis added). Thus,
24 a lodestar cross-check seeks to uncover astronomical multipliers. Indeed, cross-checks are not
25 required; in many cases, performing a cross-check “undermines” one of the primary reasons for
26 using the percentage method: aligning counsel’s incentives with the benefits delivered to the class
27 and discouraging protracted litigation. *Id.* at 506 (finding trial courts “retain the discretion to forgo
28 a lodestar cross-check”); *Report of the Third Circuit Task Force, Court Awarded Attorney Fees*,

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

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

15 Moreover, the Ninth Circuit has cited with approval a comprehensive study of fees awarded
16 by the percentage method showing that the majority of multipliers awarded are “in the 1.5-3.0”
17 range. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002) (affirming a multiplier
18 of 3.65 in an employment class action case and analyzing the multiplier awarded in over 30 cases).
19 Federal district courts applying California law have likewise routinely approved cross-check
20 multipliers between 2 and 3 in employment cases. *See, e.g., Willner v. Manpower Inc.*, No. 11-
21 CV-02846-JST, 2015 WL 3863625, at *7 (N.D. Cal. June 22, 2015) (affirming a 2.10 multiplier
22 on settlement of California Labor Code violations); *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D.
23 326, 334 (N.D. Cal. 2014) (approving attorneys’ fees that resulted in lodestar multiplier of 2.83);
24 *Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at *5 (N.D. Cal. Feb.
25 6, 2013) (approving a multiplier of 2.76 in settlement of Labor Code violations). Other courts have
26 found even higher multipliers to be reasonable by comparison to other cases. *See Craft v. County*
27 *of San Bernardino*, 624 F. Supp. 2d 1113, 1125-26 (C.D. Cal. 2008) (approving a 5.2 multiplier
28 on a cross-check after surveying a large body of cases affirming a higher multiplier).

1 With respect to Class Counsel's lodestar, Class Counsel will have expended approximately
2 251.90 hours litigating this case, which does not include approximately five hours of anticipated
3 time spent after final approval responding to correspondence and phone calls from Settlement
4 Class Members, the Settlement Administrator, and defense counsel. *See* Agnew Decl. ¶ 16, Ex. 1;
5 Lee Decl. ¶ 8, Ex. 1; Gavron Decl. ¶ 3, Ex. 1; Webber Decl. ¶ 11, 12; Stewart Decl. ¶ 7, 8. Thus,
6 the total number of hours expected to be invested in this case through resolution is expected to be
7 approximately \$205,920. Class Counsel request hourly rates ranging from \$600.00 to \$900.00 per
8 hour. *See* Agnew Decl. ¶ 17; Lee Decl. ¶ 9; Gavron Decl. ¶ 4; Webber Decl. ¶ 11; Stewart Decl. ¶
9 7. The courts are quite liberal in the evidence required to prove an attorney's hours. Detailed time
10 records are not required. An attorney's testimony alone may suffice: "Testimony of an attorney as
11 to the number of hours worked on a particular case is sufficient evidence to support an award of
12 attorney fees, even in the absence of detailed time records." *Martino v. Denevi*, 182 Cal. App. 3d
13 553, 559 (1986).

14 Reasonable hours include, in addition to time spent during litigation, the time spent before
15 the action is filed, including time spent interviewing the clients, investigating the facts and the law,
16 and preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey*, 447 U.S. 54, 62 (1980).
17 The fee award should also include fees incurred to establish and defend the attorneys' fee claim.
18 *Serrano v. Unruh*, 32 Cal. 3d 621, 639 (1982). The hours for which Class Counsel seek
19 compensation involve only these types of tasks. Thus, the number of hours for which fees are
20 sought is reasonable.

21 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
22 experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095
23 (2000). The court may consider other factors when determining a reasonable hourly rate, e.g., the
24 attorney's skill and experience, the nature of the work performed, the relevant area of expertise
25 and the attorney's customary billing rates. *Flannery v. California Highway Patrol*, 61 Cal. App.
26 4th 629, 632-33 (1998). Class Counsel's skill and experience justify the requested rates. As shown
27 in the supporting declarations, Class Counsel have significant experience in the area of
28 employment and wage and hour class actions. Specifically, Class Counsel's practice focuses on

1 representing employees in employment matters, particularly wage and hour cases. *See* Agnew
2 Decl. ¶¶ 8-15; Lee Decl. ¶¶ 5-7; Gavron Decl. ¶ 9-11; Webber Decl. ¶ 4-10; Stewart Decl. ¶ 4-6.

3 Once the court establishes the lodestar amount, it may enhance the lodestar number by
4 applying a multiplier in order to adjust the fees awarded to an amount appropriate to the
5 circumstances of the case. *Serrano v. Priest*, 20 Cal. 3d 25, 48 (1977). The pertinent factors include
6 the difficulty of the questions involved and the skill in presenting them, the contingent nature of
7 the fee award, the extent to which the litigation precluded other employment, and the percentage-
8 of-the-fund the attorney would have received on the fair market. *Id.*; *Lealao*, 82 Cal. App. 4th at
9 49. However, this list is not exhaustive, and the court may consider other factors it deems important
10 in setting the multiplier. *Ketchum v. Moses*, 24 Cal. 4th 1122, 1139 (2001).

11 *Lealao* contains several factors justifying an enhancement based on the percentage-of-the-
12 benefit; namely, no objections by class members, commendable conduct by counsel, and
13 significant recoveries by class members, all of which were previously detailed above. *Lealao*, 82
14 Cal. App. 4th at 51-53. As in *Lealao*, the Settlement Class was notified of the settlement and
15 attorneys' fee with no objections. The extreme effort undertaken by counsel, as shown by their
16 hours and the significantly high number of claims being paid out, shows commendable conduct.

17 The multiplier should be enhanced because of the contingent nature of counsel's fee
18 recovery. The risks in taking on a class action case are enormous, not the least of which is time
19 and effort. As this Court very well knows, not only do these cases require substantial work, but
20 there exist significant risks.

21 Finally, based upon Class Counsel's lodestar of \$205,920, Plaintiff's request for multiplier
22 of approximately 1.463 (\$301,434.66/\$205,920) is reasonable and fair, particularly based on the
23 factors described above. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (Ct. App. 2001)
24 (noting that courts using the lodestar method to calculate attorney fees awards in class actions
25 typically apply multipliers in the range of 2 to 4); *Boyd v. Bank of Am. Corp.*, 2014 U.S. Dist.
26 LEXIS 162880 (C.D. Cal. Nov. 18, 2014) (awarding 33% of the common fund, based on a
27 multiplier of 2.58, in a wage and hour class action settlement); *Vandervort v. Balboa Capital Corp.*,
28 8 F. Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding 33% of the common fund, based on a

multiplier of 2.52); *United States ex rel. Terry v. Wasatch Advantage Group, LLC*, 2025 WL 406589, at *7 (E.D.Cal., 2025) (approving an effective multiplier of about 27–28 percent based on complexity and length of this litigation, the loss of other opportunities, the favorable result obtained for the class via settlement, and class counsel's willingness to take the case on a contingency basis); *Haro v. Walmart, Inc.*, 2025 WL 73109, at *14 (E.D. Cal., 2025) (finding “a 3.78 lodestar multiplier to be reasonable here for purposes of a cross-check”). As such, the requested fee award is fair and reasonable, and should be awarded in its entirety. Class Counsel risked not only a great deal of time, but also a great deal of expense to ensure the successful litigation of this action on behalf of all Settlement Class Members. For these reasons, Class Counsel’s request for attorneys’ fees in the amount of \$301,434.66 should be approved as fair, reasonable, and adequate.

L. The Court Should Approve the Request for Reimbursement of Costs

The request for reimbursement of litigation costs, in the amount of \$12,968.74 is fair and reasonable, especially in light of the fact that the Parties agreed that Class Counsel may seek up to \$20,000.00 as reimbursement for litigation costs under the Settlement Agreement. As set forth in Class Counsel’s declarations, the costs were all directly incurred in the prosecution of this action, including but not limited to, filing fees, service of process costs, postage costs, and mediation fees. Agnew Decl. ¶ 18, Ex. 2; Webber Decl. ¶ 14, Ex. 1. As such, the requested costs should be approved as fair and reasonable.

M. The Settlement Administrator’s Fees and Costs Should Be Approved

Pursuant to the terms of the Settlement Agreement, the fees and costs of the Settlement Administrator, CPT Group, Inc., are to be paid out of the class settlement funds. As shown on the Declaration of Kaylie O’Connor the settlement administration fees expended in this matter amount to a total of \$11,500.00, which is the amount that was agreed upon by the Parties and preliminarily approved by the Court. Admin. Decl. ¶ 19, Ex. B. For such reasons, it is requested that the Settlement Administrator’s fees be approved.

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1 **N. Plaintiff Has Provided Notice to the LWDA**

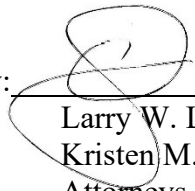
2 On December 3, 2024 Plaintiff uploaded the Order Granting Motion for Preliminary
3 Approval of Class Action Settlement to the LWDA’s website. Agnew Decl. ¶ 20; Exhibit 3.
4 Concurrent with the filing of this Motion, Plaintiff uploaded this motion and proposed order to the
5 LWDA’s website. *Id.* at ¶ 21, Exhibit 4.

6 **VI. CONCLUSION**

7 For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiff
8 respectfully submits that the standards for final approval have been met and the terms of the
9 Settlement Agreement are fair, adequate, and reasonable. Accordingly, Plaintiff respectfully
10 requests that the Court grant this Motion and enter an Order in the form proposed and submitted.

11
12 DATED: February 18, 2025

DIVERSITY LAW GROUP, P.C.

13
14 By: _____
15 Larry W. Lee
16 Kristen M. Agnew
Attorneys for Plaintiff and the Class