

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Kelsey Webber
Kelsey.Webber@WebberLawGroup.com
Shaelyn A. Stewart
Shaelyn.Stewart@webberlawgroup.com
WEBBER & EGBERT EMPLOYMENT LAW, P.C.
1610 R. Street, Suite 300
Sacramento, California 95811
Telephone: (916) 588-0683

Attorneys for Plaintiff and the Class

**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 PRELIMINARY APPROVAL
OF CLASS AND REPRESENTATIVE ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT**

Date: TBD
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 date to be set by the Clerk, or as soon thereafter as the
3 matter may be heard, before the Honorable Bradford DeMeo, judge presiding, in Department 17
4 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) approving the Joint Stipulation of Class and Representative Action Settlement
7 (“Agreement” or “Settlement Agreement”) in this matter;

8 (2) conditionally certifying the following classes for settlement purposes only: (i) all
9 current and former non-exempt employees of Defendant who worked at least one Shift at the Arbol
10 Residences in Santa Rosa, California, at any time from March 2, 2020 through April 16, 2023
11 (“Arbol Sub-Class”); (ii) all current and former non-exempt employees of Defendant who worked
12 at least one Shift at the Forum in Cupertino, California, at any time from March 5, 2020 through
13 March 3, 2023 (“Forum Sub-Class”); and (iii) all current and former non-exempt employees of
14 Defendant who worked at least one Shift at the Moldaw Residences in Palo Alto, California, at
15 any time from October 1, 2021 through January 4, 2023 (“Moldaw Sub-Class”).

16 (3) appointing Plaintiff as the Class Representative and Larry W. Lee, Kristen M.
17 Agnew and Max Gavron of Diversity Law Group, P.C., and Kelsey Webber and Shaelyn Stewart
18 of Webber & Egbert Employment Law, P.C. as Class Counsel;

19 (4) preliminarily approving the Settlement and the Gross Settlement Amount of Nine
20 Hundred Four Thousand Three Hundred Four Dollars (\$904,304.00);

21 (5) finding on a preliminary basis that the Settlement Agreement appears to be within
22 the range of reasonableness of a settlement, including the amount of the PAGA penalties,
23 Enhancement Payment to Plaintiff, Class Counsel’s fees and costs, the settlement administration
24 fees, and the allocation of payments to Settlement Class Members, that could ultimately be given
25 final approval by this Court;

26 (6) approving the Notice of Class Action Settlement (“Class Notice”) to be sent to
27 Class Members, which is attached as an exhibit to the Settlement Agreement;

28 (7) approving the distribution of the Class Notice to Class Members substantially in

1 the manner and form set forth in the Settlement Agreement;

2 (8) appointing CPT Group as the settlement administrator; and

3 (9) setting the matter for a Final Fairness and Final Approval hearing.

4 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which
5 provides for court approval of the settlement of a purported class action and allows the Court to
6 preliminarily certify a class for settlement purposes.

7 The basis for this Motion, filed without any opposition from Defendant, is that the proposed
8 settlement is fair, adequate, and reasonable and the procedures proposed by the parties are adequate
9 to ensure the opportunity of Class Members to participate in, opt-out of, or object to the settlement.

10 This Motion will be based on the attached Memorandum of Points and Authorities, the
11 Settlement Agreement, the proposed Class Notice, and the supporting Declarations of Larry W.
12 Lee, Kristen M. Agnew, Max Gavron, Kelsey Webber, Shaelyn A. Stewart, Plaintiff Thalia
13 Maravilla and Julie Greene of CPT Group, and upon the oral arguments of counsel (should there
14 be any) and on the complete records and file herein.

15
16 DATED: October 1, 2024

DIVERSITY LAW GROUP, P.C.

17
18 By: _____

Larry W. Lee

Kristen M. Agnew

Attorneys for Plaintiff and the Class

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1 **MEMORANDUM OF POINTS & AUTHORITIES**

2 **I. INTRODUCTION.**

3 This is a wage and hour class and representative Private Attorneys General Act
4 (“PAGA”) action. Defendant LCS Community Employment LLC (“Defendant”) operates and
5 manages senior living facilities, including locations in California. As set forth in the operative
6 First Amended Complaint, Plaintiff Thalia Maravilla (“Plaintiff”) alleges that, during the
7 approximate period of March 2020 to March 2022, Defendant implemented a company-wide
8 policy requiring all non-exempt employees to submit to a daily screening for COVID-19
9 symptoms. Plaintiff alleges that the screenings were performed off-the-clock. Plaintiff further
10 contends that the screenings constitute “hours worked” and should have been compensated.
11 Defendant denies Plaintiff’s allegations and further denies that it has violated any federal, state,
12 or local law.

13 With the assistance of a private mediator, Plaintiff and Defendant (collectively, the
14 “Parties”) have reached a proposed class-wide settlement, the terms of which are reflected in the
15 Joint Stipulation of Class and Representative Action Settlement (“Agreement” or “Settlement
16 Agreement”). The Settlement Agreement calls for Defendant to pay the gross settlement amount
17 of \$904,304.000 (“Gross Settlement Amount”), which will be distributed to the Class on a **non-**
18 **reversionary** basis.

19 Prior to the settlement of this action, the Parties thoroughly investigated the facts relating
20 to the class and PAGA claims alleged in the lawsuit and engaged in a thorough study of legal
21 principles applicable to the claims asserted against Defendant. Through the exchange of both
22 formal and informal discovery, Defendant provided necessary documents and data pertaining to
23 the number of putative class members, the number of workweeks at issue, the hourly rates of
24 putative class members, as well as information pertaining to Defendant’s payroll policies and
25 practices. The Parties believe that the settlement for the consideration and on the terms set forth
26 in the Settlement Agreement is fair, adequate, and reasonable, in light of all known
27 circumstances and the expenses and risks inherent in litigation. Therefore, the Parties
28 respectfully request that the Court grant this Motion for Preliminary Approval of Class Action

1 Settlement.

2 **II. BACKGROUND OF THE SETTLEMENT.**

3 **A. Plaintiff Submits Written Notices to the LWDA.**

4 Defendant operates and manages senior living facilities, including locations in California.
5 Defendant employed Plaintiff as a Certified Nursing Assistant between March and December
6 2021. *See* Declaration of Thalia Maravilla (“Maravilla Decl.”) ¶ 2. Throughout her employment,
7 Plaintiff was paid as an hourly non-exempt employee. *See id.*

8 On March 4, 2022, Plaintiff submitted written notice to the California Labor and
9 Workforce Development Agency (“LWDA”), alleging that Defendant violated Labor Code
10 sections 201, 202, 203, 204, 226.2, 510, 558, 1194, 1197, and 1197.1, pursuant to Labor Code
11 section 2699 (“PAGA Notice”). *See* Declaration of Kristen M. Agnew (“Agnew Decl.” or
12 “Agnew Declaration”) ¶ 4, Ex. 2. As set forth in the PAGA Notice, Plaintiff alleges wage and
13 hour violations predicated on Defendant’s alleged failure to: (a) pay employees minimum and/or
14 overtime wages for time spent undergoing check in procedures, including COVID temperature
15 checks and questionnaires, in violation of Labor Code sections 226.2, 510, 558, 1194, 1197 and
16 1197.1; (b) provide accurate wage statements to employees, in violation of Labor Code section
17 226(a); and (c) pay all earned wages upon termination to separating employees, in violation of
18 Labor Code sections 201, 202, 203, and 204. *See id.* at ¶ 5.

19 **B. Plaintiff Files a Class and Representative PAGA Action.**

20 On March 23, 2022, Plaintiff filed a class action complaint against Defendant in the
21 matter of *Thalia Maravilla et. al. v. LCS Community Employment LLC*, Superior Court of
22 California for the County of Sonoma, Case No. SCV-270452 (the “Action”). *See* Agnew Decl. ¶
23 6. In the initial complaint, Plaintiff asserted class claims predicated on the Labor Code violations
24 articulated in the PAGA notices. *See id.*

25 On June 3, 2022, Plaintiff filed the operative First Amended Class and Representative
26 Action Complaint (“FAC” or “First Amended Complaint”), in order to add a claim for civil
27 PAGA penalties predicated on the Labor Code violations set forth in the PAGA Notice. *See*
28 Agnew Decl. ¶ 7. In the First Amended Complaint, Plaintiff asserts causes of action for: (1)

violation of Labor Code sections 1194, 1197 and 1197.1; (2) violation of Labor Code sections 510 and 558; (3) violation of Labor Code section 226(a); (4) violation of Business and Professions Code section 17200 *et. seq.*; and (5) violation of Labor Code section 2698. *See id.* at ¶ 8.

C. The Parties Engage in Formal and Informal Written Discovery.

The Parties engaged in an extensive exchange of documents and information, through both formal and informal discovery. *See* Agnew Decl. ¶¶9 –14. On August 26, 2022, Plaintiff propounded requests for production of documents and special interrogatories seeking documents and information related to class certification, including the number of putative class members, Defendant’s COVID-19 screening policies, and Defendant’s policies and procedures utilized to calculate compensable time worked by putative class members. *See id.* at ¶ 10. Defendant served verified responses to the initial discovery and subsequently provided supplemental responses. *See id.* The Parties extensively met and conferred regarding Defendant’s discovery responses. *See id.* at ¶ 11. In connection with these discussions, the Parties discussed the factual allegations and the merits of her claims and defenses. *See id.* at ¶¶ 11, 12.

On or about February 6, 2024, the Parties agreed to redirect their efforts towards a pre-class certification resolution of the Action and agreed to participate in private mediation. *See* Agnew Decl. ¶ 13. Defendant provided relevant payroll data regarding the scope of the class and range of potential damages and penalties at issue, such as: (1) number of putative class members; (2) the number of workweeks worked by putative class members; (3) the number of separated putative class members; (4) the number of wage statements issues to putative class members; and (5) the average hourly rates of putative class members. *See id.* Using the data provided by Defendant, Class Counsel performed a comprehensive damages analysis. *See id.* at ¶14.

D. The Parties Participate in Private Mediation.

On March 26, 2024, the Parties participated in a full-day mediation with Michael Loeb, an experienced wage and hour class action mediator. *See* Agnew Decl. ¶ 15. As a result of the mediation, and after the exchange of further information and extended negotiations following mediation, the Parties reached the present class-wide settlement, memorialized by a written

Memorandum of Understanding (“MOU”). *See id.* The Parties subsequently negotiated and executed the Joint Stipulation of Class and Representative Action Settlement. *See id.* at ¶ 16. A true and correct copy of the Settlement Agreement (“SA”) is attached to the Agnew Declaration as **Exhibit 1**. The settlement discussions were conducted at arm’s-length. *See id.* at ¶ 17.

III. THE PROPOSED TERMS OF THE SETTLEMENT.

A. Class Definition

The proposed Class consists of the following group of employees: (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 (“Arbol Sub-Class”); (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 (“Forum Sub-Class”); 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 (“Moldaw Sub-Class”). *See SA § A-3.* There are approximately 854 employees that comprise the Class. *See id.*

The Settlement also encompasses “PAGA Employees,” which is defined to mean: (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 4, 2021 through April 16, 2023 (“Arbol Aggrieved Employees”); (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 4, 2021 through March 3, 2023 (“Forum Aggrieved Employees”); 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 (“Moldaw Aggrieved Employees”). *See SA § A-23.*

B. The Gross Settlement Amount.

The Settlement provides for the gross settlement amount of Nine Hundred Four Thousand Three Hundred Four Dollars (\$904,304.00) (the “Gross Settlement Amount”). *See SA §§ A-16, C-1.* The amount of the Gross Settlement Amount was calculated with, and is premised on,

1 Defendant's representation that there were approximately 38,481 Workweeks during which Class
2 Members submitted to Covid-19 screenings that were unpaid in the following senior
3 communities: Arbol Residences (March 2, 2020 through April 16, 2023); the Forum (March 5,
4 2020 through March 3, 2023); and Moldaw Residences (October 1, 2021 through January 4,
5 2023). *See id.* at § C-2.¹

6 **C. Allocation to PAGA Penalties.**

7 The Settlement allocates Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement
8 Amount to PAGA penalties ("PAGA Settlement Amount"). *See* SA §§ A-22, C-7. Pursuant to
9 PAGA, seventy-five percent of the PAGA Allocation, *i.e.*, the sum of Thirty-Seven Thousand
10 Five Hundred Dollars (\$37,500.00), shall be paid to the LWDA. *See id.* at § C-7. The remaining
11 twenty-five percent of the PAGA Amount, *i.e.*, the sum of Twelve Thousand Five Hundred
12 Dollars (\$12,500.00) ("Net PAGA Payment"), shall be distributed to PAGA Employees. *See id.*
13 As detailed in the Settlement, PAGA Employees will be entitled to receive a portion of the Net
14 PAGA Payment on a *pro rata* basis, based upon the total number of pay periods the employee
15 worked at least one shift at: (i) the Arbol Residences in Santa Rosa, California, during the period
16 of March 4, 2021 through April 16, 2023; (ii) the Forum in Cupertino, California, during the
17 period of March 4, 2021 through March 3, 2023; and/or (iii) the Moldaw Residences in Palo Alto,
18 California, during the period of October 1, 2021 through January 4, 2023. *See id.* at §§ C-8, E-
19 10. The Individual PAGA Allocations shall be allocated as 100% penalties. *See id.* at § C-10.²

20 **D. Individual Settlement Payments.**

21 The balance of the Gross Settlement Amount remaining after deduction of the approved
22 attorneys' fees and costs, Settlement Administration Costs, Enhancement Payment, and the
23

24 ¹If the actual number of Workweeks exceed 38,481 by more than ten percent (an additional
25 3,848 Workweeks), the amount of the Gross Settlement Amount shall be increased by \$23.50 for
each workweek in excess of 42,329 Workweeks. *See* SA § C-2.

26 ² There is no right to opt-out of or object to the PAGA settlement under the Settlement
27 Agreement. Any Aggrieved Employee who opts out of the Settlement Agreement for purpose of
28 the proposed class action settlement will still be bound by the release of the PAGA claims and
receive a portion of the Aggrieved Employee Payment. *See* SA § E-10.

1 LWDA Payment constitutes the “Net Settlement Amount.” *See* SA § A-19. Class Counsel
2 estimates that the Net Settlement Amount will be at least \$511,369.34. *See* Agnew Decl. ¶ 22.

3 The Net Settlement Amount will be available for distribution to Settlement Class Members
4 (e.g. Class Members who do not opt-out of the settlement). *See* SA §§ A-35, C-9. Settlement Class
5 Members will be entitled to receive a portion of the Net Settlement Amount on a pro rata basis,
6 based upon the total number of pay periods the employee worked at least one shift at: (i) the Arbol
7 Residences in Santa Rosa, California, during the period of March 2, 2020 through April 16, 2023;
8 (ii) the Forum in Cupertino, California, during the period of March 5, 2020 through March 3, 2023;
9 and/or (iii) the Moldaw Residences in Palo Alto, California, during the period of October 1, 2021
10 through January 4, 2023. *See id.* at § C-9. One Hundred percent (100%) of the Net Settlement
11 Amount shall be allocated to all Settlement Members. *See id.*

12 Based on the size of the Class, the number of pay periods at issue and the estimated amount
13 of the Net Settlement Amount, Settlement Class Members will be entitled to recover, on average,
14 up to approximately \$598.20 or \$13.28 per workweek. *See* Agnew Decl. ¶ 41. The amount any
15 particular Class Member will be entitled to recover will be greater or lower than this average
16 depending on the actual number of workweeks in which he or she submitted to unpaid COVID-19
17 screenings, with some entitled to receive more, and others less. *See id.*. This is fair, as it directly
18 allocates greater recovery to individual Class Members who have allegedly suffered greater harm.
19 *Id.*

20 All Individual Settlement Payments shall be allocated as 90% penalties and 10% wages.
21 *See* SA at § C-10.³ The funds represented by uncashed settlement checks will be paid out pursuant
22 to California Code of Civil Procedure section 384 to Legal Aid at Work, the designated cy pres
23 recipient. *See id.* at § C-15. Neither Plaintiff nor Class Counsel maintains an interest in and/or
24

25
26 ³ Class Members do not need to do anything should they wish to receive their share of the
27 settlement funds. This substantially decreases the amount of burden each Class Member must bear
28 in order to receive his/her settlement share. If a Class Member does not wish to take part in this
settlement and be bound by the release of the class claims, he/she must submit an exclusion request.
Such obligations are thoroughly identified in the Notice Packet. *See* SA, Ex. A.

relationship with Legal Aid at Work. *See* Agnew Decl. ¶ 42; Declaration of Larry W. Lee (“Lee Decl.”) at ¶ 3; Declaration of Max Gavron (“Gavron Decl.”) ¶ 3; Declaration of Kelsey Webber (“Webber Decl.”) at ¶ 3; Declaration of Shaelyn Stewart (“Stewart Decl.”) ¶ 3.

E. Attorneys’ Fees and Reimbursement for Litigation Costs.

As part of the Settlement, Defendant does not object to Class Counsel’s request for attorney’s fees up to one-third of the Gross Settlement Amount, *i.e.*, the sum of Three Hundred One Thousand Four Hundred Thirty-Four Dollars and Sixty-Six Cents (\$301,434.66), plus up to Twenty Thousand Dollars (\$20,000.00) for reimbursement of litigation costs, subject to the Court finally approving this Settlement. *See* SA § C-4. Any portion of the requested attorneys’ fees and/or litigation costs not awarded to Class Counsel shall be added to the Net Settlement Amount. *See id.* at § C-4.

F. Enhancement Payment to the Class Representative.

Subject to approval by the Court, the Class Representative may request the payment of an Enhancement Payment in the amount of Ten Thousand Dollars (\$10,000.00). *See* SA § C-5. The Class Representative and Class Counsel expressly acknowledge that the Court has final discretion in any fee award or Enhancement Payment *See id.* Any portion of the Enhancement Payment not approved by the Court shall be added to the Net Settlement Amount for distribution to the Settlement Class. *See id.*

G. Settlement Administration Costs.

Finally, the Settlement provides for the payment of the fees and expenses reasonably incurred by the Settlement Administrator. *See* SA § C-6. The Parties have received a quote from CPT Group for a fee of approximately Eleven Thousand Five Hundred Dollars (\$11,500.00). *See* Declaration of Julie Green (“Admin. Decl.”) ¶ 8, Ex. B Any portion of the Settlement Administration Costs not used or approved by the Court shall be added to the Net Settlement Fund. *See* SA § C-6.

H. Scope of the Class Members’ Release.

Upon the payment of the Gross Settlement Amount, Plaintiff and Settlement Class Members will provide a release of the “Released Class Claims,” which is defined to mean:

[A]ll claims, rights, demands, liabilities, and causes of action of any kind arising from the allegation pleaded in the First Amended Complaint, including but not limited to, for violation of California Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197 and 1197.1.

See SA § A-27. The temporal scope of the Released Class Claims is determined by the dates the Settlement Class Member worked at the following communities operated by Defendant during the relevant liability period: (1) Arbol Residences of Santa Rosa (“Arbol”); (2) the Forum at Rancho San Antonio (“Forum”); and (3) Moldaw Residences (“Moldaw”). See *id.* at § D-2.

Additionally, upon the payment of the Gross Settlement Amount, PAGA Employees will entire into a release of derivative PAGA claims. The “Released PAGA Claims” encompasses:

[A]ll civil PAGA penalties predicated on Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197 and 1197.1, including but not limited to costs and attorneys’ fees related thereto, that were alleged or which could have been alleged based on the facts and allegations made in the PAGA Notice and operative First Amended Complaint.

See SA § A-28. The temporal scope of the Released Class Claims is determined by the dates the Settlement Class Member worked at Arbol, the Forum and Moldaw. See *id.* at § D-3. As shown, the scope of the release is narrow and is limited to the claims that were, or that could have been, asserted in the Operative First Amended Complaint.

IV. THE COURT SHOULD GRANT PRELIMINARY APPROVAL OF THE SETTLEMENT

To prevent fraud, collusion, or unfairness to the class, the settlement of a class action requires court approval. *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1800-01 (1996). In considering whether a settlement is reasonable, the trial court should consider relevant factors, which may include the strength of plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128 (2008).

In order to approve a class action settlement, the court must satisfy itself that the class

1 settlement is within the “ballpark” of reasonableness. *Kullar*, 168 Cal. App. 4th. at 133. The record
2 need not contain an explicit statement of the maximum theoretical recovery. *Munoz v. BCI Coca-*
3 *Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399, 408-409 (2010). As demonstrated in
4 Section II, the Settlement was reached through arm’s length negotiations between experienced
5 wage and hour attorneys. *See* Agnew Decl. ¶ 17.

6 **A. The Settlement is Fair and Reasonable as it Recognizes the Inherent Risk of**
7 **Litigation.**

8 Although Plaintiff and Class Counsel believe in the merits of the Action, they also
9 recognize the risk, expense, and delay in continuing litigation with the class and PAGA claims,
10 and believe the settlement to be fair, reasonable, and adequate. *See* Agnew Decl. ¶ 43; Lee Decl.
11 at ¶ 2; Gavron Decl. ¶ 2; Webber Decl. at ¶ 2; Stewart Decl. ¶ 2.

12 **1. Defendant Contends that the PREP Act Provides Immunity from**
13 **Plaintiff’s Claims.**

14 Plaintiff alleges that, during the approximate period of March 2020 to March 2022,
15 Defendant implemented a company-wide policy requiring all non-exempt employees to submit to
16 a daily screening for COVID-19 symptoms. *See* Agnew Decl. ¶¶ 12, 27. Pursuant to this policy,
17 prior to clocking in each day, employees were required to undergo a temperate check and enter
18 their temperature into a written log. *See id.* at ¶ 27. Plaintiff estimates that on average, employees
19 spent between two to three minutes waiting in line and submitting to the screening. *See* Maravilla
20 Decl. ¶ 3. Under *Frlekin v. Apple Inc.*, this time constitutes compensable hours worked. 8 Cal. 5th
21 1038, 1056 (2020) (Time spent on premises waiting for, and undergoing, mandatory exit searches
22 is compensable as “hours worked”); *Boone v. Amazon.com Services, LLC*, 562 F.Supp.3d 1103,
23 1117 (E.D. Cal., 2022) (“While, of course, the community at large benefits from COVID-19
24 precautions—such as mass testing, vaccinations, masking, and social distancing measures—
25 plaintiffs have sufficiently alleged that the specific screenings undertaken at the Amazon facilities
26 benefit defendant overall more so than its employees or the public, i.e., the policy *primarily*
27 benefits defendant...Given this alleged substantial risk to defendant and its business operations, it
28 is plausibly alleged that it is defendant who primarily benefits from its decision to mitigate that

1 risk by implementing the mandatory COVID-19 screening policy”).

2 Although Defendant does not dispute the core facts of the case, Defendant argues that the
3 Public Readiness and Emergency Preparedness Act (“PREP Act”) confers immunity to
4 Plaintiff’s claims for unpaid wages and derivative claims for wage statement, Section 203, and
5 civil PAGA penalties. *See* Agnew Decl. ¶ 28. The PREP Act is a federal law that authorizes the
6 Secretary of the U.S. Department of Health and Human Services (“HHS”) to issue a declaration
7 in response to a public health emergency. 42 U.S.C. §§ 247d-6d, 247d-6e (2005). Once invoked,
8 a PREP Act declaration provides that a “covered person shall be immune from suit and liability
9 under Federal and State law with respect to all claims for loss caused by, arising out of, relating
10 to, or resulting from the administration to or the use by an individual of a covered
11 countermeasure.” 42 U.S.C. § 247d-6d(a)(1). This immunity is broad and applies to “any claim
12 for loss that has a causal relationship with the administration to or use by an individual of a
13 *covered countermeasure*, including a causal relationship with the design, development, clinical
14 testing or investigation, manufacture, labeling, distribution, formulation, packaging, marketing,
15 promotion, sale, purchase, donation, dispensing, prescribing, administration, licensing, or use of
16 such countermeasure.” *Id.* at § 247d-6d(a)(2)(B) (emphasis added). Here, Defendant maintains
17 that the temperature checks and written logs constitute a “covered countermeasure” under the
18 PREP Act. Plaintiff disputes that Defendant can establish the highly technical elements required
19 to establish PREP Act immunity. *See* Agnew Decl. ¶ 28.

20 **2. Defendant Contends that Time Spent Submitting to COVID-19 Screenings**
21 **Does Not Constitute “Hours Worked” under the Wage Order.**

22 Defendant further argues that COVID-19 screenings do not constitute “hours worked”
23 under the applicable Wage Order. *See* Agnew Decl. ¶ 28. Specifically, under Wage Order No. 5,
24 the definition of “hours worked” is interpreted under the FLSA rather than California state law. 8
25 Cal. Code Regs., § 11050(2)(K); *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 592 (2000).
26 The test for determining whether time spent is compensable under the FLSA is whether the
27 activity is “integral” or “indispensable” to the “principal activities” of the employee. *See*
28 *Integrity Staffing Solutions, Inc. v. Busk*, 574 U.S. 27 (2014). Defendant contends that the

COVID-19 screenings are neither “integral” nor “indispensable” to the “principal” activities of employees. In this respect, the state mandate as well as several county and local directives expressly required Defendant to ask employees to evaluate their own symptoms before reporting to work. *See Busk*, 574 U.S. at 36 (“an activity is therefore integral and indispensable to the principal activities that an employee is employed to perform if it is an intrinsic element of those activities and one with which the employee cannot dispense if he is to perform his principal activities”). Defendant further argues that, even if the time is compensable, *de minimis* time is not compensable. *Alvarez v. IBP, Inc.*, 339 F.3d 894, 903 (9th Cir. 2003) (“employees cannot recover for otherwise compensable time if it is *de minimis*”).

Plaintiff, however, contends that the COVID-19 screenings are compensable under the FLSA. Defendant’s business model—and by extension the duties of Plaintiff and other putative class members—involves providing caretaking services for individuals who are particularly vulnerable to COVID-19. A COVID-19 outbreak would harm Defendant directly and to a greater extent than the general public. *See Agnew Decl.* ¶ 28.

3. Defendant Raises Defenses to Class Certification.

Defendant further argues that the minimum wage and overtime claims are not suitable to be adjudicated on a class-wide basis. *See Agnew Decl.* at ¶ 28. As argued by Defendant, the retirement communities it operates have separate management teams, with sometimes distinct wage and hour policies. *See id.* at ¶ 11. Along these lines, Defendant maintains that each community exercised its own discretion regarding how to implement COVID-19 screening procedures. *See id.* Consequently, the location of screenings, type of screenings, and length of the screenings differed between facilities. Furthermore, there are no centralized records that will establish the amount of time that Class Members spent submitting to COVID-19 screenings. Thus, according to Defendant, it would be necessary to determine for each individual employee the amount and nature of the uncompensated work. Therefore individual, rather than common, questions would predominate. *See id.* at ¶¶ 11, 28.

4. The Wage Statement Claim Is Contested.

Plaintiff pursues a wage statement violation that is purely derivative in nature (*See Agnew*

Decl. ¶ 29), and therefore vulnerable to a motion for summary judgment based on the alleged weaknesses of the underlying primary claims. *See Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018) (finding that the employees did not suffer a violation under 226(a) where their wage statement cause of action was derived from an underlying wage and hour violation for overtime).

5. The Waiting Time Penalties Claim Is Contested.

Plaintiff seeks waiting time penalties based on Defendant's alleged underpayment and/or non-payment of wages. *See Agnew Decl. ¶ 30.* In order to establish liability for waiting time penalties under Labor Code section 203, it is the plaintiff's burden to prove not only that there was a failure to pay final wages in a timely manner, but also that the failure to pay wages in a timely manner was "willful." Cal. Lab. Code § 203(a); *Naranjo v. Spectrum Security Services, Inc.*, 88 Cal.App.5th 937, 949 (2023) (holding that an employer's failure to pay meal period premiums to departing employees was not "willful" under Section 203 because the employer had a good faith belief that it was in compliance with the law). Defendant maintains that Plaintiff cannot establish the predicate fact that any earned wages were not paid at the time of termination. *See Agnew Decl. ¶ 30.* Defendant further contends, that to the extent that Plaintiff overcome this hurdle, Plaintiff would still need to prove that Defendant willfully delayed each final payment. *See id.*

B. Potential Estimated Value of the Class and Representative PAGA Claims.

1. The Recovery of Unpaid Wages and Statutory Penalties.

Based on the class data provided by Defendant, Class Counsel estimated that Defendant would face potential liability of up to approximately \$6,212,844.65 in unpaid wages and statutory penalties, if Plaintiff succeeded at trial on all class claims. *See Agnew Decl. ¶ 31.* The breakdown for the calculation of the class damages and penalties is set forth in detail in the Agnew Declaration. *See id.* at ¶¶ 31-34.

2. The Recovery of Civil PAGA Penalties Is Uncertain.

Due to the discretionary nature of PAGA penalties, PAGA civil penalties are difficult to evaluate. Based on the data produced by Defendant, Class Counsel estimates that PAGA Employees submitted to uncompensated COVID-19 screenings during approximately 28,860 pay

1 periods. *See* Agnew Decl. ¶ 35. Assuming that Plaintiff was to prevail on the merits of the
2 PAGA claim, applying the standard penalty of \$100 per pay period yields \$2,886,000 in
3 potential liability. *See id.*

4 However, even assuming Plaintiff ultimately prevail on the PAGA claim, the Court has
5 discretion to reduce any PAGA penalties. Pursuant to Labor Code § 2699(e)(2), the Court can
6 decline to award PAGA penalties where “if, based on the facts and circumstances of the
7 particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive,
8 or confiscatory.” Indeed, as shown in the Court of Appeal’s decision in *Carrington v. Starbucks*
9 *Corp.*, 30 Cal.App.5th 504 (2018), while the plaintiff prevailed on his PAGA claim upon trial,
10 the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer’s good
11 faith attempt at complying with the law. *Id.* at 517. Upon review, the Court of Appeal found such
12 a reduction to be proper. *Id.* at 539.

13 Although Class Counsel believe in the merits of the alleged claims and maintains that
14 there is no reason for reducing PAGA penalties, Class Counsel is aware that Defendant may raise
15 defenses to the claims and further with respect to the reduction of PAGA penalties and that it
16 could be persuasive to the Court. *See* Agnew Decl. ¶ 37. Thus, even if Plaintiff was to
17 successfully prove this claim at trial, there is a possibility that the Court may only award a small
18 percentage of PAGA penalties, as the Court has discretion to do so. The Settlement Fund was
19 premised with this risk in mind. *See id.*

20 **3. The Settlement is Reasonable When Compared to the Value of the**
21 **Underlying Labor Code Claim and Inherent Uncertainty of Litigation.**

22 The settlement for each Class Member is fair, reasonable, and adequate, given the inherent
23 risks of litigation, including the substantial risks relative to class certification, the costs of pursuing
24 such litigation, and the risks associated with the Court’s discretion to reduce PAGA penalties. *See*
25 Agnew Decl. ¶ 43.⁴ Here, based on the amounts explained above, the total exposure for the class
26

27 ⁴ Despite the asserted fairness of the settlement terms, as set forth in the Notice of Settlement of
28 Class and Representative Action (“Notice”), should any Class Member wish to pursue his or her
own case for the claims being released herein, each Class Member has the right to submit a

1 and PAGA claims amount to \$9,098,844.65 (\$2,886,000 + \$6,212,844.65). *See id.* at ¶ 39. The
2 Gross Settlement Amount is \$904,304.00, and thus amounts to approximately 9.9% of Defendant’s
3 maximum exposure. However, this figure assumes that the Court would not discount PAGA civil
4 penalties. *See id.* In the alternative, if the Court applies *Carrington* as a benchmark, the realistic
5 exposure on the class and PAGA claims totals \$6,501,444.65 (\$288,6000 + \$6,212,844.65), which
6 amounts to approximately 13.80% of the total estimated liability. *See id.* at ¶ 40. Numerous courts
7 have held that **gross** settlements approximating between 8 and 25% of the defendant’s potential
8 exposure are fair and reasonable.⁵

9 C. The Settlement Achieves the Objectives of PAGA

10 With respect to evaluating the reasonableness of the settlement of the PAGA claim, the
11 Court’s focus is not the amount that aggrieved employees will ultimately receive as a result of a
12 settlement. Instead, “a trial court should evaluate a PAGA settlement to determine whether it is
13 fair, reasonable, and adequate *in view of PAGA’s purposes to remediate present labor law*
14 *violations, deter future ones, and to maximize enforcement of state labor laws.*” *See Moniz v.*
15 *Adecco USA, Inc.*, 72 Cal.App.5th 56, 77 (2021) (emphasis added); *see also Kang v. Wells Fargo*

16
17
18 request for exclusion (*i.e.*, opt-out) from the settlement. (*See* Notice, attached as **Exhibit A** to
19 the Settlement Agreement.) Moreover, as set forth in the Notice, Class Members are advised of
20 their right to object to any of the terms contained in the Stipulation and attend the final approval
21 hearing.

22 ⁵ *See, e.g., In re Mego Fin. Corp. Secs. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) (holding that
23 class action settlement recovering 16% of potential exposure was fair and reasonable; “[i]t is
24 well-settled law that a cash settlement amounting to only a fraction of the potential recovery does
25 not per se render the settlement inadequate or unfair. Rather, the fairness and the adequacy of the
26 settlement should be assessed relative to risks of pursuing the litigation to judgment”; noting that
27 whether the settlement is fair and adequate depends on the “the difficulties in proving the case”);
28 *Bellinghausen v. Tractor Supply Co.*, No. 13-CV-02377-JSC, 2015 WL 1289342, at p.*6 (N.D.
Cal. Mar. 20, 2015) (holding that class action settlement recovering between 8.5% and 25% of
the defendant’s potential exposure was fair); *Van Ba Ma v. Covidien Holding Inc.*, U.S. Dist. Ct.
Case No. 8:12-cv-02161 (C.D. Cal. 2014) (granting preliminary approval of wage and hour class
settlement which obtained only 9.1% of projected damages, given the risks of continued
litigation); *Villegas v. J.P. Morgan Chase & Co.*, No. CV 09-00261 SBA EMC, 2012 WL
5878390, at p.*6 (N.D. Cal. Nov. 21, 2012) (holding that gross class action settlement of
approximately 15% of the potential recovery was fair and reasonable).

1 *Bank, N.A.*, 2021 WL 5826230, at *15 (N.D.Cal., 2021) (evaluating a PAGA settlement under the
2 standard of whether the settlement terms “are fundamentally fair, reasonable, and adequate in view
3 of PAGA’s public policy goals”). Here, the Settlement vindicates the rights of PAGA Employees
4 who have experienced alleged violations of the Labor Code. Additionally, the six-figure Gross
5 Settlement Amount acts as a deterrent to Defendant and other California employers. *O’Connor v.*
6 *Uber Technologies, Inc.*, 201 F.Supp.3d 1110, 1134 (N.D. Cal. 2016) (“If the settlement for the
7 Rule 23 class is robust, the purposes of PAGA may be concurrently fulfilled. By providing fair
8 compensation to the class members as employees and substantial monetary relief, a settlement not
9 only vindicates the rights of the class members as employees but may have a deterrent effect upon
10 the defendant employer and other employers, an objective of PAGA”). The Settlement is also
11 consistent with the State’s public policy favoring resolution of disputes. “California law favors the
12 settlement of disputes as our high court clarified in *Neary*[]. Settlement is efficient; it reduces costs,
13 saves resources, and minimizes court congestion. [] The parties are best positioned to understand
14 their interests and resolve a dispute in a mutually beneficial manner without court intervention into
15 the settlement.” *Consumer Advocacy Group, Inc. v. Kintetsu*, 141 Cal. App. 4th 46, 62-63 (2006)
16 (citing *Neary v. Regents of Univ. of Cal.*, 3 Cal. 4th 273, 277- 278 (1992).

17 **D. The Court Should Preliminarily Approve the Proposed Enhancement**
18 **Payment to the Class Representatives.**

19 Plaintiff requests an enhancement of Ten Thousand Dollars (\$10,000.00). *See* SA § C-5.
20 Plaintiff personally met with Class Counsel on various occasions to discuss the case, provide
21 documents and information to Class Counsel, and review the Settlement Agreement. *See* Maravilla
22 Decl. ¶ 9. In addition to the invaluable services that Plaintiff provided, she also took significant
23 risks, both professionally and monetarily, in acting as the Class Representative and seeking
24 benefits on behalf of the Class. *See id.* at ¶¶ 6, 7. Because the claims alleged by the Class
25 Representative involved the payment of costs to the prevailing party, Plaintiff could have possibly
26 faced paying the fees and costs of Defendant, had Plaintiff not prevailed in this action. *See id.* at ¶
27 7. Further, given that future employers are much less likely to hire individuals who have filed suit
28 against their prior employer, particularly cases of this nature, Plaintiff may face prejudice in the

1 future from other potential employers. *See id.* at ¶ 6. Plaintiff took this risk upon herself. Class
2 Members did not have to file individual lawsuits and bear the risks of payment of fees and costs if
3 they did not prevail, nor did they have to face the potential for retaliation and not getting future
4 employment had they filed a public lawsuit.

5 Notably, courts have routinely granted approval of representative enhancements for far
6 greater amounts than the \$10,000.00 sought by Plaintiff in this case. *See, e.g., Van Vranken v.*
7 *Atlantic Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (incentive award of \$50,000);
8 *In re Dun & Bradstreet Credit Servs. Customer Litig.*, 130 F.R.D. 366, 374 (S.D. Ohio 1990) (two
9 incentive awards of \$55,000, and three incentive awards of \$35,000); *Brotherton v. Cleveland*, 141
10 F. Supp. 2d 907, 913-14 (S.D. Ohio 2001) (granting a \$50,000 incentive award); *Enter. Energy*
11 *Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 251-52 (S.D. Ohio 1991) (\$50,000
12 awarded to each class representative); *Glass v. UBS Fin. Servs.*, No. C-06-4068, 2007 U.S. Dist.
13 LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27, 2007) (awarding \$25,000 incentive award in FLSA
14 overtime wages class action); *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (affirming
15 \$25,000 Incentive award to class representative in ERISA case). Here, Plaintiff requests a modest
16 enhancement of \$10,000, which is reasonable and consistent with case law.

17 **E. The Requested Attorneys' Fees and Litigation Costs Are Reasonable, Fair,**
18 **and Appropriate.**

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

27 Under California law, the award of attorneys' fees in common fund wage and hour class
28 action settlements should start with the percentage method. *See Laffitte v. Robert Half Int'l*, 1 Cal.

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

10 The results delivered by Class Counsel also support the requested percentage of the fund.
11 Here, the Parties have agreed to a payment of a maximum of one-third of the Gross Settlement
12 Amount for payment to Class Counsel as attorneys’ fees. The Parties have agreed to a payment of
13 the foregoing attorney’s fees and, thus, this payment should be presumed to be fair. Further, it is
14 not uncommon for courts to award attorneys’ fees as one-third or 33.3% of the settlement amount
15 in wage and hour class action settlements. For example, in *McKinnon v. Best Buy Co., Inc.*,
16 (Alameda Superior Court Case No. RG03082294), the court awarded over \$9 million as attorneys’
17 fees, which was 33% of the maximum settlement amount of \$26.9 million. At the time of Final
18 Approval, Class Counsel will also provide the court with declarations and time records to show
19 that a payment of one-third of the recovery is justified and fair even under the lodestar method.

20 Further, the Parties have agreed to reimbursement of Class Counsel’s litigation costs. Class
21 Counsel have, at their own risk, expended costs, for example, to file this instant action, service of
22 process, payment of mediation fees and other litigation related costs. Lee Decl. ¶ 4. Based on the
23 foregoing, the court should preliminarily approve the attorney’s fees and costs being requested by
24 the Parties.

25 **F. The Settlement Administrator’s Fees are Reasonable.**

26 The Parties request that CPT Group be appointed as the claims representative in this case.
27 The Parties have agreed to an estimated payment of Eleven Thousand Five Hundred Dollars
28 (\$11,500.00) to CPT Group to send notices and to administer this settlement. CPT Group is a well-

1 recognized class action settlement administrator. Admin. Decl. ¶ 6, Ex. A.

2 **V. THE PROPOSED CLASS MEETS ALL CERTIFICATION REQUIREMENTS**

3 **A. The Class is Ascertainable and Sufficiently Numerous.**

4 The Class that Plaintiff seeks to conditionally certify is ascertainable. “Class members are
5 ‘ascertainable’ where they may be readily identified without unreasonable expense or time by
6 reference to official records.” *Lee v. Dynamex, Inc.*, 166 Cal. App. 4th 1325, 1334 (2008) (same).
7 Defendant has determined that there are approximately 854 employees that comprise the Class.
8 *See Agnew Decl.* ¶ 18. Thus, the Class is sufficiently numerous. *See Preston v. Porch.com, Inc.*,
9 2022 WL 1214710, at *3 (S.D. Cal., 2022) (a “presumption of numerosity created by twenty-five
10 to thirty members”); *Rannis v. Recchia*, 380 Fed.Appx. 646, 650 (9th Cir. 2010) (district court “did
11 not abuse its discretion in determining that the class of 20 satisfies the numerosity requirement”).

12 **B. There are Common Questions of Law and Plaintiff’s Claims are Typical of the**
13 **Class.**

14 The commonality requirement is met when there are questions of law and fact common to
15 the class. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (1998) (“The existence of shared
16 legal issues with divergent legal factual predicates is sufficient, as is a common core of salient
17 facts couple with disparate legal remedies within the class”). Commonality requires only that some
18 common legal or factual questions exist; the plaintiffs need not show that all issues in the litigation
19 are identical. *See Richmond v. Dart Industries, Inc.*, 29 Cal. 3d 462, 473 (1981). Defendant’s
20 conduct is central to the commonality inquiry. *See City of San Jose v. Superior Court*, 12 Cal. 3d
21 447, 460 (1974); *Vasquez v. Superior Court*, 4 Cal. 3d 800, 812-13 (1971). Where the employer’s
22 conduct is uniformly directed at a class of employees, as it is here, the class wide impact of the
23 Defendant’s policies satisfies the commonality requirement. *See Stephens v. Montgomery Ward &*
24 *Co.*, 193 Cal. App. 3d 411, 421 (1987). Here, Plaintiff alleges, in part, that Defendant, as a matter
25 of its corporate policy, practice, or procedure violated the Labor Code by: (a) failing to pay
26 employees minimum and/or overtime wages for time spent undergoing check in procedures,
27 including COVID temperature checks and questionnaires, in violation of Labor Code sections
28 226.2, 510, 558, 1194, 1197 and 1197.1; (b) failing to provide accurate wage statements to

employees, in violation of Labor Code section 226(a); and (c) failing to pay all earned wages upon termination to separating employees, in violation of Labor Code sections 201, 202, 203, and 204. In other words, Plaintiff was allegedly subjected to the same policy and practice as other Class Members. *See* Maravilla Decl. ¶¶ 3, 4. Thus, Plaintiff's claims are typical to those of Class Members.

C. Plaintiff and Class Counsel Have Adequately Represented the Class.

The adequacy requirement is also met. "Adequacy of representation depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class." *McGhee v. Bank of Am.*, 60 Cal. App. 3d 442, 450 (1976). Here, Plaintiff does not have any interests adverse to the Class, nor has any such issues been raised or presented. *See* Maravilla Decl. ¶ 8. Plaintiff has taken all necessary steps to represent the interests of the Class, by providing information and documents. *See id.* at ¶ 9. For such reasons, Plaintiff has adequately represented the Class Members and will continue to do so.

Further, as detailed in their declarations, Class Counsel are experienced and well-qualified class action litigators who have litigated many wage and hour class actions and have each been certified as class counsel in numerous other class actions, particularly wage and hour class actions. Agnew Decl. ¶¶ 44-50; Lee Decl. ¶¶ 5-8; Gavron Decl. ¶¶ 4-10; Webber Decl. ¶¶ 4-9; Stewart Decl. ¶ 4. From the inception of the case, Class Counsel have solely represented the interest of the Class. For example, Class Counsel expended significant time and resources propounding written discovery, exchanging informal discovery, drafting a mediation statement, and attending mediation. *See* Agnew Decl. ¶¶ 2-17. Finally, the mediation and settlement were also obtained for the benefit of the Class, not for the individual Plaintiff.

VI. NOTICE TO THE LWDA

Concurrently with the filing of this motion, Plaintiff submitted the Settlement Agreement and supporting documents to the LWDA. *See* Agnew Decl. ¶ 51, Exhibit 3.

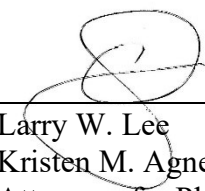
VII. CONCLUSION

Here, the proposed settlement is fair, adequate, and reasonable. It will result in both substantial monetary benefits to Class Members; it is non-collusive; and it was achieved as the

1 result of informed, extensive, and arm's length negotiations conducted by counsel for the
2 respective Parties who are experienced in wage and hour class action litigation. For the foregoing
3 reasons, Plaintiff respectfully requests that the Court grant preliminary approval of the proposed
4 settlement, sign the proposed Order, approve and authorize mailing of the proposed Class Notice,
5 and set a date for a final approval hearing.

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7 DATED: October 1, 2024

DIVERSITY LAW GROUP, P.C.

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9 By: 
10 Larry W. Lee
11 Kristen M. Agnew
12 Attorneys for Plaintiff and the Class
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