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others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

DEMETRIA CHRISTINE PRITCHETT,
ELIZABETH ROJAS, and ALISSA
BAKER, on behalf of themselves and all
others similarly situated,

Plaintiffs,

vs.

FAMILY HEALTHCARE NETWORK, a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. VCU290948

[Assigned for all purposes to the
Hon. Russell Burke, Dept. 7

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

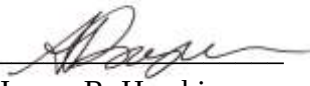
Date: October 5, 2026
Time: 8:30 a.m.
Dept.: 7

Complaint Filed: March 22, 2022
Trial Date: None Set

PLEASE TAKE NOTICE THAT on October 5, 2026, at 8:30 a.m., in Department 7 of the above-entitled Court, located at 221 South Mooney Boulevard, Visalia, California 93291, Plaintiffs Demetria Christine Pritchett, Elizabeth Rojas, and Alissa Baker ("Plaintiffs") will and hereby do move the Court for an Order: (1) granting final approval of the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement Agreement"); (2) approving the Gross Settlement Amount of One Million Eight Hundred Thirty-Eight Thousand Nine Hundred Twenty-Six Dollars (\$1,838,926.00); (3) approving all settlement payments pursuant to the Settlement Agreement; (4) approving Class Representative Enhancement Awards of Five Thousand Dollars (\$5,000.00) each to Plaintiffs Demetria Christine Pritchett, Elizabeth Rojas, and Alissa Baker; (5) approving settlement administration costs to ILYM Group, Inc. in the amount of Seventeen Thousand Two Hundred Fifty Dollars (\$17,250.00); (6) approving payment of Forty-Five Thousand Dollars (\$45,000.00) in PAGA penalties, consisting of Thirty-Three Thousand Seven Hundred Fifty Dollars (\$33,750.00) payable to the California Labor and Workforce Development Agency ("LWDA") and Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00) payable to Aggrieved Employees; (7) approving attorneys' fees in the amount of Four Hundred Eighty-Three Thousand Dollars (\$483,000.00); (8) approving litigation costs in the amount of Thirty-Six Thousand Dollars (\$36,000.00); and (9) entering judgment consistent with the terms of the Settlement Agreement.

Dated: September 11, 2026

JAMES HAWKINS APLC

By: 

James R. Hawkins

Isandra Y. Fernandez

Anthony L. Draper

Attorneys for Plaintiffs

DEMETRIA CHRISTINE PRITCHETT and

ELIZABETH ROJAS

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Demetria Christine Pritchett, Elizabeth Rojas, and Alissa Baker (“Plaintiffs”) seek final approval of the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (“Settlement Agreement”) reached with Defendant Family Healthcare Network (“Defendant”). On February 23, 2026, this Court preliminarily approved the Gross Settlement Amount of One Million Eight Hundred Thirty-Eight Thousand Nine Hundred Twenty-Six Dollars (\$1,838,926.00) as fair, adequate, and reasonable. The Court also preliminarily appointed James Hawkins APLC, Bradley/Grombacher LLP, and Majarian Law Group APC as Class Counsel, and Plaintiffs Pritchett, Rojas, and Baker as Class Representatives.

For settlement purposes only, the Court further preliminarily certified the Class defined as: all persons employed by Defendant in California as a non-exempt employee from February 1, 2022 through February 28, 2025 (“Class Member(s)”). The Court also preliminarily approved ILYM Group, Inc. (“ILYM”) as the Administrator.

On May 22, 2026, ILYM mailed the Court-approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Notice Packet”) to Class Members. (Beltran Decl., ¶ 7.) The deadline for opting out, disputing, or objecting to, the Settlement expired on July 21, 2026 — a sixty-day response period, as this Court directed at the time of preliminary approval. (Beltran Decl., ¶¶ 12-13; Draper Decl., ¶ 11.) As set forth in Plaintiffs’ Motion for Preliminary Approval, this is a non-reversionary settlement. Subject to final approval, Participating Class Members will automatically receive Individual Settlement Awards without the need to submit a claim form.

Most importantly, the Settlement and its terms received unanimous support from the Class. Out of 2,449 Class Members, not a single Class Member opted out from the Settlement, no Class Member disputed the settlement, and no Class Member objected to the Settlement. (Beltran Decl., ¶¶ 12-14.) Accordingly, Plaintiffs respectfully request that the Court grant final approval of the Settlement, approve the requested attorneys’ fees and litigation costs, approve the requested

1 Class Representative Enhancement Awards, approve the Administration Expenses Payment,
2 approve the PAGA allocation, and enter judgment consistent with the terms of the Settlement
3 Agreement.

4 **II. LITIGATION AND SETTLEMENT**

5 **A. Pleadings**

6 On March 17, 2022, Plaintiff Pritchett gave timely written notice to Defendant and the
7 California Labor and Workforce Development Agency (“LWDA”) by submitting a Labor Code
8 Private Attorneys General Act (“PAGA”) notice. On March 22, 2022, Plaintiffs Pritchett and
9 Rojas commenced this Action by filing a Class Action Complaint in the Superior Court of
10 California, County of Tulare, and thereafter filed a First Amended Complaint on October 31,
11 2022. (Draper Decl., ¶¶ 2-3.)

12 Separately, on October 3, 2022, Plaintiff Baker filed a complaint in the Superior Court of
13 California, County of Kings, followed by a First Amended Complaint on October 24, 2022, and a
14 Second Amended Complaint on April 6, 2023. On October 2, 2025, the Parties stipulated to
15 consolidate the Pritchett and Baker matters through the filing of a Third Amended Complaint in
16 this Action, adding Plaintiff Baker and encompassing all of her respective claims. (Draper Decl.,
17 ¶ 4.)

18 The Third Amended Complaint is the operative complaint, which alleges California
19 claims for: (1) failure to pay lawful wages; (2) failure to provide lawful meal periods or
20 compensation in lieu thereof; (3) failure to provide lawful rest periods or compensation in lieu
21 thereof; (4) failure to reimburse employee expenses; (5) failure to timely pay wages during
22 employment; (6) failure to timely pay wages at termination; (7) failure to provide accurate,
23 itemized wage statements; (8) violation of the unfair competition law, Business and Professions
24 Code sections 17200, et seq.; (9) civil penalties pursuant to PAGA; (10) failure to pay overtime
25 wages; (11) failure to provide sick pay; (12) failure to pay all wages for alternative workweeks;
26 and (13) failure to pay all accrued vacation wages. (Draper Decl., ¶ 5.)

27 Throughout this litigation, Defendant has denied Plaintiffs’ allegations and raised defenses

1 to their claims, both individually and on a representative basis. Defendant maintains that its
2 employment policies and practices meet the requirements of the Labor Code and applicable Wage
3 Orders. To date, no class has been certified for litigation purposes, and the Court has not made
4 any findings that Defendant engaged in any wrongdoing or violated any state law, rule, or
5 regulation with respect to the issues presented in the litigation. (Draper Decl., ¶ 6.)

6 The scope of this Action is further shaped by a prior class action and PAGA settlement in
7 *Munoz v. Family Healthcare Network*, also filed in Tulare County Superior Court, which resolved
8 most of the claims at issue here for the periods February 24, 2016 through January 31, 2022 as to
9 the class claims, and July 21, 2019 through January 31, 2022 as to the PAGA claims. The Class
10 Period and PAGA Period in this Action accordingly begin on February 1, 2022, so that no Class
11 Member is compensated twice for the same claim and no released claim escapes compensation.
12 (Draper Decl., ¶ 13.)

13 **B. Discovery and Mediation**

14 As discussed in the Motion for Preliminary Approval, Class Counsel conducted a
15 thorough investigation into the factual and legal issues implicated by Plaintiffs' claims and were
16 able to objectively assess the Settlement's reasonableness. Through both formal and informal
17 discovery, the Parties exchanged extensive documents and information related to the claims
18 asserted. Defendant produced written policies, employee handbook materials, personnel records,
19 class data, and time and pay records for Settlement Class Members, and responded to written
20 discovery. Class Counsel analyzed that data with the assistance of a damages consultant in order
21 to value each claim. (Draper Decl., ¶ 7.)

22 In May, 2024, the Parties participated in an all-day mediation before Michael Loeb, Esq.,
23 but were unable to reach a resolution. On October 30, 2024, the Parties participated in a second
24 all-day mediation before Paul Grossman, Esq., an experienced mediator of wage and hour class
25 and representative actions. (Draper Decl., ¶ 8.) The second mediation produced a settlement in
26 principle. The Parties thereafter exchanged multiple drafts of the Settlement Agreement and the
27 class notice documents, negotiated the final settlement terms, and executed the Settlement

1 Agreement now before the Court. (Draper Decl., ¶¶ 9-10.)

2 **C. The Preliminarily Approved Settlement**

3 Plaintiffs filed their Motion for Preliminary Approval of Class Action and PAGA
4 Settlement on January 9, 2026. On January 26, 2026, the Court issued a tentative ruling
5 continuing the motion to February 23, 2026, and ordering a supplemental declaration addressing
6 the notice period, lodestar, and presently incurred costs. Class Counsel submitted the
7 supplemental declaration the Court requested, and the Parties lengthened the response period
8 from forty-five (45) to sixty (60) days as the Court directed. On February 23, 2026, the Court
9 granted preliminary approval. (Draper Decl., ¶ 11.)

10 In granting preliminary approval, the Court preliminarily appointed James Hawkins
11 APLC, Bradley/Grombacher LLP, and Majarian Law Group APC as Class Counsel; appointed
12 Plaintiffs Pritchett, Rojas, and Baker as Class Representatives; and approved ILYM Group, Inc.
13 as the Administrator. The Court also approved the form and content of the Notice Packet and
14 authorized its dissemination to the Class. (Draper Decl., ¶ 11.)

15 Pursuant to the Settlement Agreement and subject to final approval by the Court,
16 payments will be made from the Gross Settlement Amount of One Million Eight Hundred Thirty-
17 Eight Thousand Nine Hundred Twenty-Six Dollars (\$1,838,926.00) as follows:

- 18 • Subject to Court approval, Class Counsel seek attorneys' fees in the amount of Four
19 Hundred Eighty-Three Thousand Dollars (\$483,000.00), together with litigation costs in
20 the amount of Thirty-Six Thousand Dollars (\$36,000.00). (Settlement Agreement, ¶ 17.)
- 21 • Subject to Court approval, Plaintiffs Pritchett, Rojas, and Baker shall each receive a Class
22 Representative Enhancement Award of Five Thousand Dollars (\$5,000.00). (Settlement
23 Agreement, ¶ 15(c).)
- 24 • Subject to Court approval, ILYM Group, Inc. shall receive an Administration Expenses
25 Payment of Seventeen Thousand Two Hundred Fifty Dollars (\$17,250.00). (Settlement
26 Agreement, ¶ 15(c); Beltran Decl., ¶ 17.)

- Subject to Court approval, Forty-Five Thousand Dollars (\$45,000.00) shall be allocated to PAGA penalties, of which Thirty-Three Thousand Seven Hundred Fifty Dollars (\$33,750.00) shall be paid to the LWDA and Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00) shall be distributed to Aggrieved Employees. (Settlement Agreement, ¶ 15(c).) There are 2,449 Aggrieved Employees who worked a total of 112,436 pay periods during the PAGA Period, and the average Individual PAGA Payment is estimated at approximately \$4.59. (Beltran Decl., ¶¶ 5, 16.)
- Individual Settlement Awards shall be allocated as follows: ten percent (10%) shall be treated as wages subject to applicable tax withholdings and reported on an IRS Form W-2; fifty percent (50%) shall be treated as penalties and reported on an IRS Form 1099-MISC; and forty percent (40%) shall be treated as interest and reported on an IRS Form 1099-MISC. (Settlement Agreement, ¶ 15(c).)
- Defendant shall separately pay any and all employer-side payroll taxes owed on the wage portions of the Individual Settlement Awards. (Settlement Agreement, ¶ 14.)

The Settlement Agreement also contains an escalator provision under which the Gross Settlement Amount increases proportionally if the final workweek count exceeds 225,450 workweeks by more than ten percent. The final Class Data reflects fewer workweeks than the Parties estimated at the time of settlement, so the escalator was not triggered and the Gross Settlement Amount remains \$1,838,926.00. (Settlement Agreement, ¶ 15(c); Beltran Decl., ¶ 5; Draper Decl., ¶ 14.)

D. Dissemination of the Notice Packet

Pursuant to the Court's Order Granting Preliminary Approval, Defendant provided the Class Data to ILYM Group, Inc., the Court-approved Administrator, on April 2, 2026. The Class Data identified 2,448 individuals who worked a total of 223,186 workweeks during the Class Period, and 2,448 Aggrieved Employees who worked a total of 112,392 pay periods during the PAGA Period. (Beltran Decl., ¶ 5.)

ILYM processed the Class Data, checked it for duplicates and discrepancies, updated

1 addresses through the National Change of Address (“NCOA”) database maintained by the United
2 States Postal Service, and on May 22, 2026, mailed the Court-approved Notice Packet by first-
3 class mail to all 2,448 individuals identified on the Class List. (Beltran Decl., ¶¶ 5-7.) On August
4 14, 2026, Defendant advised ILYM that one additional individual had been inadvertently omitted
5 from the Class List, bringing the total to 2,449 Class Members. (Beltran Decl., ¶ 8.)

6 Following the initial mailing, 160 Notice Packets were returned as undeliverable. ILYM
7 performed computerized skip traces on the returned Notice Packets, obtained 139 updated
8 addresses, and promptly re-mailed the Notice Packets to those Class Members. In total, 140
9 Notice Packets were re-mailed as a result of ILYM’s skip-tracing efforts, and one additional
10 Notice Packet was re-mailed at a Class Member’s request. (Beltran Decl., ¶¶ 9-10.)

11 Ultimately, only 21 Notice Packets remained undeliverable notwithstanding the skip-
12 tracing efforts, such that approximately 99.1% of Class Members received the Notice Packet.
13 (Beltran Decl., ¶ 11.) The notice program was completed in accordance with the Preliminary
14 Approval Order and provided the best notice practicable under the circumstances. (Beltran Decl.,
15 ¶¶ 4-11.)

16 **E. The Settlement Provides Reasonable Compensation to the Class Members**

17 Even without the presumption of fairness and reasonableness, the Settlement is well
18 within the range of reasonableness. All Participating Class Members will be paid their
19 proportional share of the Net Settlement Amount (“NSA”). Subject to Court approval, the NSA
20 available to pay the Participating Class Members is approximately One Million Two Hundred
21 Forty-Two Thousand Six Hundred Seventy-Six Dollars (\$1,242,676.00). (Beltran Decl., ¶ 15.)
22 All 2,449 Class Members are Participating Class Members — one hundred percent (100%) of the
23 Class — and each is to be paid an Individual Settlement Award. (Beltran Decl., ¶ 14.)
24 Participating Class Members will receive an estimated average gross payment of approximately
25 Five Hundred Seven Dollars and Forty-Two Cents (\$507.42), with the estimated highest gross
26 payment being \$896.08 and the estimated lowest gross payment being \$5.57. (Beltran Decl., ¶
27 15.) In addition, each of the 2,449 Aggrieved Employees will receive an Individual PAGA

1 Payment, estimated to average \$4.59, with an estimated high of \$8.10 and an estimated low of
2 \$0.10. (Beltran Decl., ¶ 16.)

3 The Settlement is within the range of reasonableness as discussed in detail in the Motion
4 for Preliminary Approval and as considered by this Court in granting preliminary approval.
5 Accounting for the risks of continued litigation, Plaintiffs determined that a settlement of
6 \$1,838,926.00 was fair, adequate, and reasonable because it represents a substantial percentage of
7 Defendant's potential exposure. Class Counsel valued Defendant's total realistic maximum
8 exposure, in the event of an outright victory on every claim, at approximately \$4,064,864.61. The
9 Gross Settlement Amount therefore represents approximately 45.2% of the maximum potential
10 recovery — a recovery ratio at the very high end of what California and federal courts approve.
11 (Draper Decl., ¶ 12.) (See, e.g., *In re Warfarin Sodium Antitrust Litigation* (D. Del. 2002) 212
12 F.R.D. 231, 256–258 [reasonable settlement amount can be 1.6% to 14% of total estimated
13 damages]; *In re Armored Car Antitrust Litigation* (N.D. Ga. 1979) 472 F.Supp. 1357, 1373
14 [settlements valued at 1% to 8% of estimated total damages approved]; *In re Four Seasons*
15 *Securities Laws Litigation* (W.D. Okla. 1972) 58 F.R.D. 19, 37 [approving 8% of damages];
16 *Balderas v. Massage Envy Franchising, LLP* (N.D. Cal., July 21, 2014, No. 12-cv-06327 NC)
17 2014 U.S.Dist.LEXIS 88804, *5 [settlement amounting to 8% of maximum recovery “fell within
18 the range of possible initial approval based on the strength of plaintiff's case and the risk and
19 expense of continued litigation”]; *In re Omnivision Technologies, Inc.* (N.D. Cal. 2008) 559
20 F.Supp.2d 1036, 1042 [approving settlement of 6% to 8% of estimated damages].)

21 Through their counsel, Plaintiffs took into consideration the significant risks that class
22 certification could be denied, that a merits decision would not favor the Class, and that the
23 availability and measure of PAGA penalties remains unsettled. (Draper Decl., ¶ 12.) Class
24 Counsel also considered the expense and length of the continued proceedings necessary to
25 prosecute the Action through trial and any appeals, and the difficulties in establishing the alleged
26 damages. (*Id.*) The Settlement is fair, reasonable, and adequate given those risks, which could
27 otherwise leave Class Members with no recovery at all.

III. FINAL SETTLEMENT APPROVAL IS APPROPRIATE

The law favors settlement, particularly in class actions and other complex cases in which substantial resources can be conserved by avoiding the time, cost and rigors of formal litigation. (*Class Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276; *Potter v. Pacific Coast Lumber Company* (1951) 37 Cal.2d 592, 602-603; 4 NEWBERG § 11.41.) When faced with a motion for final approval of a class action settlement under Code of Civil Procedure section 382, a court inquires whether the settlement is “fair, adequate, and reasonable.” (See, e.g., *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 407-408; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130; *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1801.)

A. This Court Preliminarily Found This Settlement to be Fair, Adequate and Reasonable and Nothing Has Changed to Disturb That

Before granting final approval of a class action settlement, courts must determine that the proposed settlement is fair, reasonable, and adequate and not a product of fraud, overreaching, or collusion. (Cal. Rules of Court, rule 3.769(g); Code Civ. Proc., § 382; *Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at 1801.) Courts presume that a settlement is fair, reasonable, and adequate, and thus appropriate for final approval, when three factors are satisfied: (1) the Parties reached settlement via arm’s-length negotiations; (2) counsel conducted sufficient investigation and discovery to allow themselves and the Court to act intelligently; and (3) counsel is experienced in similar litigation. (*Dunk, supra*, 48 Cal.App.4th at 1802; see also *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146.) Although not determinative, courts also consider the percentage of objectors in determining whether a presumption of fairness exists. (*Id.*) There is no question that these factors are satisfied here. The Parties conducted substantial discovery, participated in a full-day private mediation with an experienced neutral, and engaged in extended arm’s-length negotiations that produced a substantial recovery. Moreover, out of 2,449 Class Members, there were no opt out requests, no disputes, and no objections to, the Settlement. (Beltran Decl., ¶¶ 12-13.)

1 knowledge of the strengths and weaknesses of the claims against Defendant and of the benefits of
2 the proposed Settlement under the circumstances of this case. (Draper Decl., ¶¶ 15-23.) Class
3 Counsel submit that the Settlement is fair, adequate, reasonable, and in the best interests of the
4 Class as a whole.

5 **E. Class Members' Positive Reaction to the Settlement Favors Final Approval**

6 Finally, courts look at the reaction of class members to determine whether a settlement
7 that directly affects their interests should be approved as fair, adequate, and reasonable. As noted
8 above, out of 2,449 Class Members, there were no opt out requests, no disputes, and no objections
9 to the Settlement. (Beltran Decl., ¶¶ 12-13.) Every Class Member will participate in the
10 Settlement. (Beltran Decl., ¶ 14.)

11 A court may appropriately infer that a class action settlement is fair, adequate, and
12 reasonable even when class members object to it. Indeed, a court may approve a class action
13 settlement as fair, adequate, and reasonable even over the objections of a significant percentage of
14 class members. (See *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 624; *Reed v.*
15 *General Motors* (5th Cir. 1983) 703 F.2d 170, 174; *In re Washington Public Power Supply*
16 *System Securities Litigation* (D. Ariz. 1989) 720 F.Supp. 1379, 1394.) Here, there were no opt
17 outs, no disputes, and no objections to, the Settlement whatsoever. The Court should construe the
18 complete absence of opposition as compelling evidence of the Class Members' support for the
19 Settlement as fair, adequate, and reasonable.

20 **IV. THE CLASS REPRESENTATIVE ENHANCEMENT AWARDS ARE**
21 **REASONABLE**

22 The Settlement provides for Class Representative Enhancement Awards to be paid to the
23 named Plaintiffs. The purpose is to provide an additional incentive payment, taking into
24 consideration the risks, time, and effort undertaken in coming forward and fulfilling the duties
25 associated with being a class representative. Awarding incentive awards to compensate named
26 plaintiffs in class actions has been specifically recognized. (See, e.g., *Clark v. American*
27 *Residential Services, LLC* (2009) 175 Cal.App.4th 785, 804 [incentive awards to named plaintiffs

appropriate for participation in class action]; *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 [upholding “service payments” to named plaintiffs for their efforts in bringing class case].)

As the Court of Appeal stated in the Cellphone Termination Fee Cases, incentive awards are “intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.” (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394 [approving an incentive award of \$10,000].)

Consistent with the Court’s guidance at preliminary approval, Plaintiffs request an Enhancement Award of Five Thousand Dollars (\$5,000.00) each, an amount this Court has observed it approves routinely, and less than the amounts the Settlement Agreement would permit for Plaintiffs Pritchett and Baker. In the aggregate, the three requested Enhancement Awards total \$15,000.00, or approximately 0.8% of the Gross Settlement Amount.

The requested awards compensate Plaintiffs for their willingness to accept the responsibility of representing the interests of all Class Members, and for the risks, time, and effort they expended coming forward to provide invaluable information about Defendant’s pay and scheduling practices, sitting for discovery, consulting with counsel about the claims and the Settlement, and litigating this matter on behalf of all Class Members. (Plaintiff Declarations in support of Preliminary Approval, Pritchett Decl., ¶¶ 4-5; Rojas Decl., ¶¶ 4-5; Baker Decl., ¶¶ 4-5.)

Plaintiffs have also given up any personal claims they had or may have had in reaching this Settlement on behalf of their fellow employees. Each Plaintiff’s release of claims under this Settlement is broader than that of any other Class Member and includes a California Civil Code section 1542 waiver, which no other Class Member gives. (Pritchett Decl., ¶ 6; Rojas Decl., ¶ 6; Baker Decl., ¶ 6; Settlement Agreement, ¶ 15(c).)

Plaintiffs also risked a potential judgment against them had this case been unsuccessful. In class action losses, class representatives are deemed the losing party liable for the prevailing

party's costs. (*Earley v. Superior Court* (2000) 79 Cal.App.4th 1420, 1433-1434.) Finally, Plaintiffs risked this lawsuit having a negative impact on future employment opportunities, as prospective employers may be less inclined to hire an employee who has served as a class representative. (Pritchett Decl., ¶ 7; Rojas Decl., ¶ 7; Baker Decl., ¶ 7; see, e.g., *Staton v. Boeing* (9th Cir. 2003) 327 F.3d 938, 977.) Plaintiffs accordingly request that this Court approve Class Representative Enhancement Awards of \$5,000.00 each.

V. CLASS COUNSEL'S REQUEST FOR ATTORNEYS' FEES IS REASONABLE

Class Counsel request an award of attorneys' fees in the amount of Four Hundred Eighty-Three Thousand Dollars (\$483,000.00), the amount this Court preliminarily approved on February 23, 2026, and approximately 26.27% of the Gross Settlement Amount. Class Counsel do not ask the Court to revisit any part of the analysis that produced that figure. Because Class Counsel have performed substantial additional work over the six months of settlement administration following preliminary approval, the same \$483,000 now represents a multiplier of approximately 1.31 on Class Counsel's adjusted lodestar, rather than the 1.5 multiplier it represented in February.

A. The Court's Preliminary Approval Order Establishes the Governing Framework

At preliminary approval, Class Counsel sought fees of thirty-five percent (35%) of the Gross Settlement Amount, or \$643,624.00, as the Settlement Agreement permits. (Settlement Agreement, ¶ 17.) This Court declined to award fees on that basis. Applying *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095, the Court found that the rates Class Counsel reported exceeded those "prevailing in the community for similar work," and adjusted each timekeeper's rate as follows:

Bradley/Grombacher LLP	Stated Rate	Approved Rate	Hours	Adjusted
Marcus Bradley	\$1,200	\$900	142.5	\$128,250
Lirit King	\$850	\$650	28	\$18,200
Emilie Maclean	\$500	\$350	12	\$4,200
Adjusted base lodestar			182.5	\$150,650

James Hawkins APLC	Stated Rate	Approved Rate	Hours	Adjusted
James R. Hawkins	\$1,050	\$900	39	\$35,100
Isandra Y. Fernandez	\$975	\$650	110	\$71,500
Anthony L. Draper	\$500	\$350	152	\$53,200
Minh Tam Do	\$475	\$300	26	\$7,800
Melissa Whitson	\$200	\$150	25	\$3,750
Adjusted base lodestar			352	\$171,350

The prior supplemental declaration's stated aggregate of 228.25 hours conflicted with its per-timekeeper entries, which total 352 hours and produce the stated \$241,550.00 lodestar. Plaintiffs therefore use the per-timekeeper figures reflected in the Court's adjusted calculation.

The Court therefore found a combined adjusted lodestar of \$322,000.00, held that it "permits a maximum lodestar multiple of 1.5 in these cases," and determined that a 1.5 multiplier "adequately takes into account the quality of the representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented." (See *In re Vitamin Cases* (2003) 110 Cal.App.4th 1041, 1052, quoting *Thayer v. Wells Fargo Bank* (2001) 92 Cal.App.4th 819, 833.) On that basis the Court preliminarily approved \$483,000.00 in fees (1.5 × \$322,000.00) together with costs not to exceed \$36,000.00.

The Court retains an independent responsibility to review the fee provision of a class settlement and to award the amount it determines to be reasonable, whatever the parties may have agreed. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 128.) Because the February 23, 2026 approval was preliminary, the question is now properly before the Court for final determination, and Class Counsel present the updated record below.

B. The Updated Lodestar Places the Requested Fee Below the Court's 1.5 Ceiling

The \$322,000.00 adjusted lodestar was, by its terms, a snapshot. The supplemental declarations on which the Court relied reported time only through the first week of February

2026. The undersigned reported the hours “expended in this matter thus far.” (Supp. Draper Decl., filed Feb. 18, 2026, ¶ 21.) Mr. Bradley reported “the billing rates and hours worked by the attorneys at our firm through February 3, 2026.” (Supp. Bradley Decl., filed Feb. 18, 2026, ¶ 6.) Neither declaration purported to include the work that remained to be performed, and neither included any estimate of it in the hours reported.

The undersigned’s supplemental declaration identified that remaining work expressly, while leaving it unquantified: “Additionally, from the present through to the conclusion of this matter, James Hawkins APLC estimates that it will have to, among other things, expend time on the following: attend hearing on preliminary approval motion; discussions with Defendant’s counsel and client regarding tentative rulings; communications with Administrator re: order granting preliminary approval; review reports provided by Administrator; draft final approval motion papers and supporting documents; and review and file final accounting declaration by Administrator.” (Supp. Draper Decl., ¶ 20.) Class Counsel now quantify that work. Doing so does not enlarge the request, which remains the \$483,000.00 the Court preliminarily approved, but it completes the record the Court was given in February.

In the six months since preliminary approval, Class Counsel have attended the February 23, 2026 hearing; transmitted the Court-approved notice text to the Administrator; reviewed and approved the Administrator’s preliminary calculations and mailing documents; supervised the notice program across 2,449 Class Members, including skip tracing 160 returned Notice Packets and overseeing the resulting re-mailings; reviewed the Administrator’s periodic status reports; reviewed the Administrator’s draft declaration and estimated final calculations; and prepared these final approval papers. Class Counsel will further be required to appear at the final approval hearing and to prepare and file the final accounting. (Draper Decl., ¶¶ 24-25.)

Applying the hourly rates this Court approved on February 23, 2026 — and no others — Class Counsel’s adjusted lodestar is now as follows:

Firm	Adjusted lodestar (Feb. 23, 2026)	Post-February adjusted lodestar	Total
James Hawkins APLC	\$171,350	\$25,050	\$196,400

Bradley/Grombacher LLP	\$150,650	\$21,600	\$172,250
Combined	\$322,000	\$46,650.00	\$368,650.00

The requested fee of \$483,000.00 measured against that updated combined lodestar of \$368,650.00 yields a multiplier of approximately 1.31 — below the 1.5 ceiling this Court applies, and materially below the range California courts routinely approve on a lodestar cross-check. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255 [reasonable multipliers “range from 2 to 4 or even higher”]; *Glendora Cmty. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 465, 480-481.) Class Counsel do not seek any increase over the preliminarily approved amount on account of the additional work; they submit it only to demonstrate that the amount already found reasonable has become more conservative with time.

C. The Multiplier Remains Justified on the Serrano Factors

California courts consider, in setting a multiplier: (1) the continuing obligation of counsel to devote time and effort to the litigation; (2) the extent to which the litigation precluded other employment; (3) the contingent nature of the fee agreement; (4) the experience, reputation, and ability of the attorneys and the skill they displayed; (5) the amount involved and the results obtained; and (6) the reaction of the class. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 49; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1810, fn. 21.) No rigid formula applies, and each factor is weighed only where appropriate. (*People ex rel. Dept. of Transportation v. Yuki* (1995) 31 Cal.App.4th 1754, 1771.)

Each factor supports the multiplier the Court has already found appropriate. Class Counsel prosecuted this Action for more than four years, through written discovery, the exchange and analysis of Defendant’s timekeeping and payroll data with a damages consultant, a full-day mediation, the negotiation and documentation of a long-form settlement, the consolidation of the Baker action by Third Amended Complaint, two rounds of preliminary approval briefing, and six months of notice administration. (Draper Decl., ¶¶ 7-11, 24.) The entire undertaking was on a pure contingency basis, with Class Counsel advancing every cost and receiving nothing to date.

1 (Draper Decl., ¶ 26.) A contingent fee must exceed the fee for the same services billed as
2 performed, because it compensates counsel not only for the services rendered but for the loan of
3 those services at a rate of default far higher than a conventional loan. (*Ketchum v. Moses* (2001)
4 24 Cal.4th 1122, 1132-1133; *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579-580.)

5 The result is substantial. The Gross Settlement Amount of \$1,838,926.00 represents
6 approximately 45.2% of the \$4,064,864.61 maximum recovery Class Counsel calculated in the
7 event of an outright victory on every claim, a ratio at the very high end of what courts approve.
8 (Draper Decl., ¶ 12.) Every one of the 2,449 Class Members will be paid without submitting a
9 claim, at an estimated average gross payment of \$507.42. (Beltran Decl., ¶¶ 14-15.) And the
10 reaction of the Class has been unanimous: not one opt out, dispute, or objection, to the Settlement
11 or to the fee. (Beltran Decl., ¶¶ 12-13.)

12 **D. A Percentage Cross-Check Confirms the Reasonableness of the Request**

13 Although the Court has determined the fee by the lodestar method, a percentage cross-
14 check confirms the result. (*Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 503,
15 505 [percentage and lodestar methods are both available; a lodestar calculation used as a cross-
16 check “does not impose an absolute maximum or minimum on the potential fee award”].) The
17 requested \$483,000.00 is approximately 26.27% of the \$1,838,926.00 Gross Settlement Amount.
18 That is below the one-third figure commonly awarded in California wage and hour class actions
19 producing a common fund under \$10 million, and well below the 30-40% range courts have
20 approved in such cases. (See, e.g., *Martin v. AmeriPride Servs.* (S.D. Cal. June 9, 2011) 2011
21 U.S. Dist. LEXIS 61796, at *23.) It is also \$160,624.00 less than the Settlement Agreement
22 would have permitted Class Counsel to request, and the entirety of that difference has been added
23 to the Net Settlement Amount payable to the Class. (Settlement Agreement, ¶ 17.)

24 **E. Allocation of the Fee Award Among Class Counsel**

25 On January 26, 2026, the Court approved the allocation of any fee award among Class
26 Counsel as sixty percent (60%) to James Hawkins APLC, twenty-four percent (24%) to
27 Bradley/Grombacher LLP, and sixteen percent (16%) to Majarian Law Group APC. That

1 allocation reflects the relative contributions of the three firms to the prosecution and resolution of
2 this Action and is unchanged. (Draper Decl., ¶ 28.) Class Counsel respectfully request that the
3 Court grant final approval of attorneys' fees in the amount of \$483,000.00, allocated accordingly.

4 **VI. CLASS COUNSEL'S REQUESTED COSTS ARE REASONABLE**

5 Attorneys who create a common fund for the benefit of a class are entitled to payment
6 from the fund of reasonable litigation expenses and costs. Common fund fee and expense awards
7 include the expenses necessarily incurred as a result of the litigation, because those who benefit
8 from counsel's effort should share in the cost. (See *Rider v. County of San Diego* (1992) 11
9 Cal.App.4th 1410, 1423, fn. 6.) The appropriate analysis to determine whether costs are
10 compensable is whether the costs are of the type typically billed by attorneys to paying clients in
11 the marketplace, such as costs for consultants, copying, postage, long distance charges, travel
12 expenses, filing fees, mediation fees, and investigation fees. (See *Harris v. Marhoefer* (9th Cir.
13 1994) 24 F.3d 16, 19-20; see also *Hartless v. Clorox Co.* (S.D. Cal. 2011) 273 F.R.D. 630, 641.)

14 The Court preliminarily approved reimbursement of Class Counsel's actual and
15 reasonable litigation costs up to Thirty-Six Thousand Dollars (\$36,000.00). The costs for this
16 matter sum to \$35,978.34 (James Hawkins APLC \$33,466.40, and Bradley/Grombacher LLP
17 \$2,511.94.) Accounting for the additional costs associated with filing this motion, Plaintiffs
18 therefore request reimbursement of the approved \$36,000.00 amount, and Class Counsel will
19 absorb any excess. (Draper Decl., ¶ 27; Supp. Bradley Decl., ¶ 12.)

20 **VII. THE SETTLEMENT ADMINISTRATOR'S FEES ARE REASONABLE**

21 ILYM Group, Inc. was retained, and approved by this Court, to administer the notice and
22 settlement process. ILYM's duties have included: (a) printing and mailing the Court-approved
23 Notice Packet; (b) processing the Class Data and performing NCOA address updating; (c)
24 receiving undeliverable Notice Packets and performing skip traces and re-mailings; (d) receiving
25 any requests for exclusion; (e) receiving any objections; (f) resolving Class Member workweek
26 disputes; and (g) responding to Class Member inquiries. Should the Court grant final approval,
27 ILYM will be responsible for further duties, including: (h) calculating Individual Settlement

1 Awards and Individual PAGA Payments; (i) issuing and mailing settlement checks; (j) handling
2 tax withholdings and preparing, issuing, and filing tax returns and applicable tax forms; (k)
3 distributing unclaimed funds pursuant to the Settlement and Code of Civil Procedure section 384;
4 and (l) performing such other tasks as the Parties mutually agree or the Court orders. (Beltran
5 Decl., ¶¶ 3, 17.)

6 ILYM's total fees and costs for its services, including all fees and costs incurred to date
7 and anticipated for completion of the administration, are Seventeen Thousand Two Hundred Fifty
8 Dollars (\$17,250.00) — the amount this Court preliminarily approved, and less than one percent
9 of the Gross Settlement Amount. (Beltran Decl., ¶ 17.) Plaintiffs respectfully request that ILYM
10 Group, Inc. be awarded that amount.

11 **VIII. THE PAGA ALLOCATION IS FAIR, REASONABLE, AND ADEQUATE**

12 The Settlement allocates Forty-Five Thousand Dollars (\$45,000.00) of the Gross
13 Settlement Amount to the resolution of Plaintiffs' PAGA claims, of which seventy-five percent
14 (\$33,750.00) will be paid to the LWDA and twenty-five percent (\$11,250.00) will be distributed
15 to the 2,449 Aggrieved Employees. (Settlement Agreement, ¶ 15(c).) That allocation satisfies
16 former Labor Code section 2699, subdivision (i), which applies here pursuant to current section
17 2699, subdivision (v)(2).

18 A court reviewing a PAGA settlement must determine whether the settlement is fair,
19 reasonable, and adequate in view of PAGA's purposes of remediating present labor law
20 violations, deterring future ones, and maximizing enforcement of state labor laws. (*Moniz v.*
21 *Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77; *Haralson v. U.S. Aviation Services Corp.* (N.D.
22 Cal. 2019) 383 F.Supp.3d 959, 971.) The allocation here satisfies that standard. The PAGA
23 claims arise from the same alleged practices as the class claims, and are compromised only after a
24 realistic assessment of the substantial discretion courts possess to reduce PAGA penalties, the
25 uncertainty surrounding the availability of stacked penalties, and the risk that the representative
26 claims would be narrowed or defeated altogether. (Draper Decl., ¶ 12.) Every Aggrieved
27 Employee receives a PAGA payment regardless of whether he or she participates in the class

1 portion of the Settlement, and no Aggrieved Employee may opt out of the release of PAGA
2 claims — so the State’s interest is fully vindicated. (Settlement Agreement, ¶ 15(c).)

3 Plaintiffs submitted the proposed Settlement Agreement to the LWDA at the same time it
4 was submitted to this Court in connection with preliminary approval, in compliance with former
5 Labor Code section 2699, subdivision (l)(2), applicable pursuant to current section 2699,
6 subdivision (v)(2). Plaintiffs will serve these final approval papers on the LWDA concurrently
7 with filing. The LWDA has not objected to, or otherwise appeared in connection with, the
8 Settlement. (Draper Decl., ¶ 29.)

9 **IX. CONCLUSION**

10 The Parties have negotiated a fair settlement of wage and hour claims that would not have
11 been brought, let alone successfully resolved, but for the effort and resolve of Plaintiffs and their
12 counsel. The recovery represents approximately 45.2% of Defendant’s realistic maximum
13 exposure; every one of the 2,449 Class Members will receive a payment without submitting a
14 claim; and not one Class Member opted out, disputed, or objected to the Settlement. That
15 response confirms that the Settlement is fair, adequate, and reasonable. Accordingly, Plaintiffs
16 respectfully request that this Court grant final approval of the Settlement Agreement, approve the
17 requested attorneys’ fees and litigation costs, Class Representative Enhancement Awards,
18 Administration Expenses Payment, and PAGA allocation, and enter judgment.

19
20 Respectfully submitted,

21
22 JAMES HAWKINS APLC

23
24 Dated: September 11, 2026



25 James R. Hawkins
26 Isandra Y. Fernandez
27 Anthony L. Draper
28 Attorneys for Plaintiffs