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Clerk of the Court
Superior Court of CA
County of Santa Clara

24CV455228
By: egonzalez

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

LISA JAMISON, individually and on behalf of other members of the general public similarly situated, and as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"),

Plaintiff,

v.

HINES LIVING US LLC, a Delaware limited liability company; HINES WEST LLC, a Delaware limited liability company; HINES GS PROPERTIES, INC. a Delaware corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 24CV455228

ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT

This is a class and Private Attorneys General Act ("PAGA") action. Plaintiff Lisa Jamison alleges defendant Hines Living US LLC committed various wage and hour violations.

Before the Court is Plaintiff's motion for final approval of settlement, which is unopposed. For reasons discussed below, Plaintiff's motion is GRANTED.

I. BACKGROUND

According to the operative second amended complaint ("SAC"), Plaintiff was employed by Defendant as a Resident Liaison, Concierge, and Resident Services Coordinator at Defendant's apartment communities in San Francisco, and Oakland. (SAC, ¶ 4.) Defendant failed to: pay for all hours worked including minimum and overtime wages; provide compliant

meal periods or compensation in lieu thereof; provide compliant rest breaks or compensation in lieu thereof; provide complete and accurate wage statements; maintain accurate and complete payroll records; pay wages due upon termination; timely pay wages; provide sick leave benefits; reimburse for business expenses; and provide written notice of material terms of employment.

Based on the foregoing, Plaintiff initiated this action on December 30, 2024, and on March 28, 2025, she filed the FAC, which asserted the following causes of action: (1) violation of Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of Labor Code §§ 1182.12, 1194,1197, 1197.1 and 1198 (unpaid minimum wages); (3) violation of Labor Code §§ 226.7, 512, subd. (a), 516, and 1198 (failure to provide meal periods); (4) violation of Labor Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) violation of Labor Code §§ 226, subd. (a), 1174, subd. (d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (6) violation of Labor Code §§ 201 and 202 (wages not timely paid upon termination); (7) violation of Labor Code § 204 (failure to timely pay wages during employment); (8) violation of Labor Code § 2802 (unreimbursed business expenses); (9) PAGA penalties; (10) violation of Business & Professions Code §§ 17200, *et seq.* (unlawful business practices); and (11) violation of Business & Professions Code §§ 17200, *et seq.* (unfair business practices). On April 28, 2026, the Court granted Plaintiff's motion for preliminary approval of the Settlement. On October 14, 2026, Plaintiff filed the operative SAC, which asserts the same causes of action.

Plaintiff now moves for an order finally approving: the Joint Stipulation of Class Action and PAGA Settlement and Release (the "Settlement"); payments to Class Members, PAGA Members, and the Labor and Workforce Development Agency ("LWDA"); and costs to settlement administrator CPT Group ("CPT").

II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL

A. Class Action

Generally, "questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad

discretion." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

> In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' 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.

(*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation and internal quotation marks omitted.) The trial court also must independently confirm that "the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Kullar, supra*, 168 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be "provided with basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Id.* at pp. 130, 133.)

B. PAGA

Labor Code section 2699, subdivision (l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639, 2022 U.S. LEXIS 2940.)

Similar to its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76–77.) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public ...."], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

The settlement must be reasonable in light of the potential verdict value. (See *O'Connor, supra,* 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8–9.)

III. SETTLEMENT CLASS

All persons who work or worked for Defendant as non-exempt employees in the State of California at any time during the Class Period [December 30, 2020 through January 31, 2026].

Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order approving or denying certification of a provisional settlement class after [a] preliminary settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of a class "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court …."

Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence: (1) an ascertainable class and (2) a well-defined community of interest among the class members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On Drug Stores*).) "Other relevant considerations include the probability that each class member will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress alleged wrongdoing." (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of establishing that class treatment will yield "substantial benefits" to both "the litigants and to the court." (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

In the settlement context, "the court's evaluation of the certification issues is somewhat different from its consideration of certification issues when the class action has not yet settled." (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the settlement-only context, the case management issues inherent in the ascertainable class determination need not be confronted, and the court's review is more lenient in this respect. (*Id.* at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or overbroad class definitions require heightened scrutiny in the settlement-only class context, since the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

At preliminary approval, the Court provisionally certified the above-described Class, and it does not find any reasons to depart from that ruling at this time. Consequently, the Court will certify the Class for settlement purposes as requested.

IV. TERMS AND ADMINISTRATION OF SETTLEMENT

The non-reversionary gross settlement amount is $250,000. Attorneys' fees of up to one-third of the gross settlement amount ($83,333), litigation costs of up to $15,000, and

administrative costs of up to $6,500. $20,000 will be allocated to PAGA penalties, with 65% ($13,000) paid to the Labor & Workforce Development Agency ("LWDA") and the remaining 35% ($7,000) distributed, on a pro rata basis to "PAGA Members" who are defined as "all persons who worked for Defendant as non-exempt employees in the State of California at any time during the PAGA Period [January 21, 2024, through January 31, 2026]." Plaintiff will seek a Class Representative enhancement payment of $10,000.

The net settlement amount will be allocated to Class Members. The average individual payment will be $1,323.76. For tax purposes 15% of each individual payment will be allocated as wages and 85% will be allocated as non-wages. Funds associated with checks uncased will be transmitted to the State Controller's Office, Unclaimed Property Fund on behalf of the Class Member.

In exchange for settlement, Class Members who do not opt out will release:

> [A]ll claims, rights, demands, liabilities, and causes of action that are alleged in the Operative Complaint, or which could have been alleged by reason of, or in connection with any matter or fact set forth or referred to in the [O]perative Complaint, inclusive claims for violation of: Labor Code section 201-204, 210, 226, 226.7, 245, *et seq.*, 510, 512, 516, 1174, 1182.12, 1194, 1194.2, [1197], 1197.1, 1198, 2802, and Business & Professions Code section 17200, *et seq.* based on the preceding Labor Code sections.

PAGA Members, who consistent with the statute will not be able to opt out of the PAGA portion of the settlement, will release:

> [All] claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could have been brought based on the same facts alleged in Plaintiff's LWDA letter during the PAGA Period, including claims for violation of: Labor Code sections 201-204, 210, 226, 226.3, 226.7, 245, *et seq.*, 256, 510, 512, 516, 58, 1174, 1174.5, 1182.12, 1194, 1194.5, 1197, 1197.1, 1198, 2802, and 2810.5.

The notice period has now been completed. Kaylie O'Connor ("O'Connor"), a case manager for CPT submitted a declaration in support of the instant motion. On May 15, 2026, CPT received the Class list from defense counsel. The mailing addresses in the Class list were processed and updated utilizing the National Change of Address Database. On May 26, 2026, the notice packets were mailed out to Class Members. 3 notice packets have been returned as undeliverable. CPT performed skip traces and as of the date of O'Connor's declaration, 1 notice was unable to be delivered.

The deadline to respond was July 10, 2026. As of the date of O'Connor's declaration, CPT received 0 valid requests for exclusion and 0 objections. Consequently, there are 87 participating Class Members, representing 100% of the Class. The average individual payment is $1,323.76, with the highest being $5,703.40. The average PAGA payment is $118.64, with the highest being $330.95.

Plaintiff requests $6,500 for administration costs. This request is supported by O'Connor's declaration. Thus, the amount is reasonable and therefore, it is approved.

At the preliminary approval, the Court found that the proposed settlement provides a fair and reasonable compromise to Plaintiff's claims. It finds no reason to depart from these findings now, especially considering that there are no objections. Therefore, the Court finds that the Settlement is fair and reasonable for the purposes of final approval.

V. ATTORNEYS' FEES, LITIGATION COSTS, AND PLAINTIFF'S SERVICE AWARD

Class Counsel seeks a fee award of $83,333 or one-third of the gross settlement amount, which is not an uncommon contingency fee in a wage and hour class action. Class Counsel provides a lodestar figure of $114,057.50, based on 166 hours at billing rates ranging from $525 to $1,050 per hour, resulting in a negative multiplier of 0.73, which is below the range of multipliers that courts typically approve. (See *Wershba, supra*, 91 Cal.App.4th at p. 255 ["[m]ultipliers can range from 2 to 4 or even higher"]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in common fund cases and citing the court's own survey of large settlements funding a range of

0.6-19.6, with most (20 to 24, or 83%) from 1.0-4.0 and a bare majority (13 of 24, or 54%) in the 1.5-3.0 range"].)

"While the percentage method has been generally approved in common fund cases, courts have sought to ensure the percentage fee is reasonable by refining the choice of a percentage or by checking the percentage result against the lodestar-multiplier calculation." (*Laffitte v. Robert Half Intern, Inc.* (2016) 1 Cal.5th 480, 495 (*Laffitte*).) Applying the latter approach,

> [T]he percentage-based fee will typically be larger than the lodestar based fee. Assuming that one expects rough parity between the results of the percentage method and the lodestar method, the difference between the two computed fees will be attributable solely to a multiplier that has yet to be applied. Stated another way, the ratio of the percentage-based fee to the lodestar-based fee implies a multiplier, and that implied multiplier can be evaluated for reasonableness. If the implied multiplier is reasonable, then the cross-check confirms the reasonableness of the percentage-based fee; if the implied multiplier is unreasonable, the court should revisit its assumptions.

(*Laffitte, supra,* 1 Cal.5th at p. 496, quoting Walker & Horwich, *The Ethical Imperative of a Lodestar Cross-check: Judicial Misgivings About "Reasonable Percentage" Fees in Common Fund Cases* (2005) 18 Geo. J. Legal Ethics 1453, 1463.) As described by the California Supreme Court, "[i]f the multiplier calculated by means of a lodestar crosscheck is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Laffitte, supra,* 1 Cal.5th at 505.)

Here, the multiplier sought by Class Counsel is below the range California courts typically award, and it is supported by the percentage cross-check and Class Counsel's declaration. Thus, the Court finds Class Counsel's requested fee award is reasonable.

Class Counsel also seeks $12,342.84 in litigation costs, which is below the $15,000 allowed for in the Settlement. The request is supported by Class Counsel's declaration. This amount is reasonable and thus, it is approved.

Plaintiff requests a Class Representative Enhancement payment of $10,000.

> The rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class. An incentive award is appropriate if it is necessary to induce an individual to participate in the suit. Criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. These "incentive awards" to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit.

(*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal punctuation and citations omitted.) Incentive awards are particularly appropriate where a plaintiff undertakes a significant reputational risk in bringing an action against an employer. (*Covillo v. Specialty's Café* (N.D. Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at *29.)

Plaintiff submitted a declaration in support of her request. She states that she spent between 25 and 35 hours assisting in this action, which includes communicating with Class Counsel; providing information and documents; reviewing documents; and keeping up to date with the progress of the case. (Plaintiff's Declaration ("Decl."), ¶¶ 4-11.) She further states she considered the responsibilities associated with her role as the Class representative. (Plaintiff's Decl., ¶¶ 4, 12.) The Court finds Plaintiff is entitled to a service award and the amount requested is reasonable. Accordingly, Plaintiff's request for a service award is approved.

VI. CONCLUSION

In accordance with the above, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

Plaintiff's motion for final approval is GRANTED. The following Class is certified for settlement purposes only:

> All persons who work or worked for Defendant as non-exempt employees in the State of California at any time during the Class Period.

Judgment will be entered through the filing of this order and judgment. (Code Civ. Proc., § 668.5.) The members of the Class will take only the relief set forth in the settlement agreement and this order and judgment. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court will retain jurisdiction over the parties to enforce the terms of the settlement agreement and the final order and judgment.

The Court sets a compliance hearing for **July 1, 2027 at 2:30 P.M**. in Department 22. At least ten court days before the hearing, class counsel and the settlement administrator shall submit a summary accounting of the net settlement fund identifying distributions made as ordered herein; the number and value of any uncashed checks; amounts remitted pursuant to Code of Civil Procedure section 384, subdivision (b); the status of any unresolved issues; and any other matters appropriate to bring to the Court's attention. Counsel shall also submit an amended judgment as described in Code of Civil Procedure section 384, subdivision (b). Counsel may appear at the compliance hearing remotely.

IT IS SO ORDERED.

Date: 10-29-26

BETH MCGOWEN
Judge of the Superior Court