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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

JASMIN JIMENEZ, on behalf of herself and all
similarly aggrieved employees,

Plaintiff,

vs.

SEA HOUSE SALINAS, LLC; OMAR
CAMPOS; SHAN BAO GUO; BAG O'CRAB,
INC.; SEA HOUSE SL LLC; BAG O CRAB MC
LLC; and DOES 3 through 50, inclusive,

Defendants.

Case No. 23CV000504

[Assigned to Hon. Thomas W. Wills, Dept. 15]

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

[Filed concurrently with Declaration of Simon L. Yang; Declaration of Larry W. Lee; Declaration of B. James Fitzpatrick; Declaration of Alison L. Baker; Declaration of Jasmin Jimenez Declaration of Kevin Lee; [Proposed] Order and Final Judgment]

Date: June 27, 2025
Time: 8:30 a.m.
Department: 15

Complaint Filed: February 16, 2023
FAC Filed: June 5, 2023
SAC Filed: November 8, 2024

1 **TO THE COURT, DEFENDANTS, AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on June 27, 2025, at 8:30 a.m., or as soon thereafter as the
3 matter may be heard in Department 15 of the above-entitled court located at 1200 Aguajito Road,
4 Monterey, California 93940, Plaintiff, Jasmin Jimenez, will and hereby does seek an Order:

- 5 1. granting final approval to the Joint Stipulation of Class Action and PAGA Settlement (the
6 “Agreement”) in this action;
- 7 2. approving distribution of the settlement funds to Settlement Class Members pursuant to the
8 terms of the Agreement;
- 9 3. approving Plaintiff’s request for a service award of \$10,000.00 to the Class Representative
10 pursuant to the terms of the Agreement;
- 11 4. approving Class Counsel’s request for an award of attorneys’ fees of 33⅓% of the
12 \$353,123.13 Gross Settlement Amount, or \$117,707.71, and reimbursement of litigation
13 costs of \$10,809.80 pursuant to the terms of the Agreement;
- 14 5. approving Plaintiff’s request for payment of the settlement administration costs to Phoenix
15 Settlement Administrators in the amount of \$7,000.00 pursuant to the terms of the
16 Agreement;
- 17 6. approving Plaintiffs’ request for payment to the Labor & Workforce Development Agency of
18 \$22,500.00 pursuant to the terms of the Agreement, and payment to PAGA Employees of
19 \$7,500.00 pursuant to the terms of the Agreement; and
- 20 7. entering final judgment as to all members of the Settlement Class in this action.

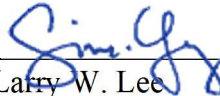
21 This motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for
22 Court approval of the settlement of a purported class action and allows the Court to grant final
23 certification of a class for settlement purposes. The overwhelmingly positive Class response—as shown
24 by the lack of any objections to the settlement (as well as the 100% class participation rate)—supports
25 that the settlement is fair, reasonable, and adequate, and should be granted final approval.

26 This motion will be based on the attached Memorandum of Points and Authorities, the
27 supporting Declarations of Larry W. Lee, Simon L. Yang, B. James Fitzpatrick, Alison L. Baker,
28

1 Plaintiff Jasmin Jimenez, and Kevin Lee of Phoenix Settlement Administrators, upon the oral arguments
2 of counsel (should there be any), and on the complete records and file herein.

3 DATED: June 4, 2025

DIVERSITY LAW GROUP, P.C.

4
5 By: 
6 Larry W. Lee
7 Simon L. Yang
8 Attorneys for Plaintiff
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

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SUMMARY OF MOTION

On a classwide basis and as a proxy for the State of California pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Plaintiff, Jasmin Jimenez, sues Defendants Sea House Salinas, LLC, Sea House SL LLC, Bag O Crab MC LLC, Bag O’Crab, Inc., and Shan Bao Guo for alleged (1) unpaid minimum wages and overtime wages; (2) failure to provide meal periods and rest periods; (3) failure to timely pay wages; (4) failure to provide accurate itemized wage statements; and (5) failure to reimburse business expenses.

Plaintiff now seeks the Court’s final approval of the Joint Stipulation of Class Action and PAGA Settlement (the “Agreement”). The Agreement provides for a \$353,123.13 fund to be created for the benefit of the Class, from which attorneys’ fees, litigation costs, a service award to the Class Representative, payment to the California Labor and Workforce Development Agency (“LWDA”) and PAGA Employees, and costs of settlement administration are to be paid. The net settlement fund remaining after these deductions will be paid to Settlement Class Members.

The history of this litigation was previously detailed in Plaintiff’s Preliminary Approval Motion. On February 20, 2025, the Court held a hearing on preliminary approval of this settlement. The Court directed distribution of the Notice of Class Action Settlement (“Class Notice”) and scheduled a June 27, 2025 hearing for final approval of the settlement (the “Preliminary Approval Order”).

As directed by the Court, the Administrator, Phoenix Settlement Administrators, distributed the Class Notice to 214 Class Members. Declaration of Kevin Lee (“Admin Decl.”) ¶ 5. No objections were made. *Id.* ¶ 9. No requests for exclusion were submitted. *Id.* ¶ 8. As such, there is a 100% participation rate. *Id.* ¶ 11. Based on the Class Member response, an inference can be made that the Class finds the settlement is fair and reasonable.

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

- The settlement provides a total settlement sum of \$353,123.13;
- The settlement is fair given that Class Members will receive (*after* deductions for fees, costs, etc.) a substantial amount of money (on average, each Settlement Class Member will receive approximately \$829.93, and each PAGA Employee will additionally receive approximately \$44.12, *see* Admin Decl. ¶¶ 14-15);

- The allocation reflects that payment of claims will be paid to all Class Members in proportion to the number of relevant workweeks worked by each Class Member during the Class Period (and pay periods worked by each PAGA Employee during the PAGA Period);
- Plaintiff conducted significant investigation in this case, including formal discovery and informal exchanges of information by Plaintiff and Defendants of class data for the entire class necessary for Plaintiff to fully evaluate this case; and
- California’s LWDA will also be the beneficiary of this settlement as it will receive \$22,500.00 if this settlement were to be granted final approval.

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

DISCUSSION

I. Class Members Were Provided Notice of the Settlement.

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

As the Admin Declaration states, notice was provided to Class Members, as required by the Preliminary Approval Order. On March 24, 2025, the Administrator received a Class Member mailing list from Defendants’ counsel that included 214 Class Members. Admin Decl. ¶ 3. On April 18, 2025, the Administrator conducted a National Change of Address (“NCOA”) search to update the Class Member mailing list of addresses as accurately as possible then mailed the Class Notice to each of the Class Members via first class mail. *Id.* ¶¶ 4, 5. The Class Notice enabled Class Members to contact Class Counsel, seek additional information regarding the settlement, leave questions for the Administrator, and update their addresses. *Id.*, Ex. A. From the date of mailing, 10 Class Notice were returned. *Id.* ¶ 6. The Administrator attempted to and did locate a current mailing address for each of the returned Class Notices via a skip trace. *Id.* No Class Notices remain undeliverable. *Id.* ¶ 7.

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

1 *Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (stating best practicable notice is that
2 which is “reasonably calculated, under all the circumstances, to apprise interested parties of the
3 pendency of the action and afford them an opportunity to present their objections”).

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

9 **II. The Fair, Adequate, and Reasonable Settlement Should Be Given Final Approval.**

10 **A. The Strength of the Case and Likelihood of Class Certification Support Approval.**

11 The Court already addressed the requirements for certifying a class for settlement purposes in its
12 Order granting preliminary approval. Plaintiff briefly addresses the requirements again here.

13 **1. The Class Is Ascertainable.**

14 “Whether a class is ascertainable is determined by examining (1) the class definition, (2) the size
15 of the class, and (3) the means available for identifying the class members.” *Reyes v. San Diego County*
16 *Board of Supervisors*, 196 Cal. App. 3d 1263, 1271 (1987); *see also* Code Civ. Proc. § 382.

17 Here, “Class Members” include all current and former non-exempt employees of Sea House
18 Salinas, LLC, Sea House SL LLC, and Bag O Crab MC LLC in the State of California from February
19 16, 2019, through December 4, 2024. Agreement § 1.5. There are 214 individuals that comprise the
20 Class. Admin Decl. ¶¶ 8, 11.¹ This is more than the minimum required to certify a class. Within the
21 context of manageability, the issue is whether there exists sufficient means for identifying class
22 members at the remedial stage. *Reyes*, 196 Cal. App. 3d at 1274-75. Here, Class Members have already
23 been identified and have already been sent notice.

24 **2. There Is a Community of Interest.**

25 The “community of interest” requirement embodies three separate factors: (1) predominant
26 common questions of law or fact; (2) class representatives whose claims are typical of the class; and (3)
27 class representatives who can adequately represent the class. *Richmond v. Dart Industries, Inc.*, 29 Cal.

28 ¹ There are also 170 PAGA Employees. Admin Decl. ¶ 15.

3d 462, 470 (1981); *Reese v. Wal-Mart Stores, Inc.*, 73 Cal. App. 4th 1225, 1234 (1999).

a. There Are Predominant Common Questions of Law and Fact.

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

Here, Plaintiff alleges that Defendants, as a matter of their corporate policy, practice, or procedure, allegedly failed (1) to pay minimum wages and overtime wages; (2) to provide meal periods and rest periods; (3) to timely pay wages; (4) to provide accurate itemized wage statements; and (5) to reimburse business expenses. While Defendants deny that liability could be established on a class-wide basis and contend instead that liability would need to be conducted on a case-by-case basis, common questions as to the legality of Defendants’ common wage-and-hour policies and practices predominate Plaintiffs’ theories of liability.

b. Plaintiff’s Claims Are Typical of the Class Claims.

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

Plaintiff was employed by Defendants and alleges that she worked under Defendants’ common wage-and-hour policies and was compensated based on Defendants’ common payroll practices. Declaration of Jasmin Jimenez (“Jimenez Decl.”) ¶ 2. For example, Plaintiff alleges that Defendants failed to correctly calculate the regular rate of pay. *Id.* In sum, Plaintiff alleges she and the Class Members were subject to the same policies and practices. Plaintiff’s claims thus are typical to those of Class Members.

1 **c. Plaintiff Adequately Represented the Class.**

2 The class representative, through qualified counsel, must be capable of “vigorously and
3 tenaciously” protecting the interests of the class members. *Simons v. Horowitz*, 151 Cal. App. 3d 834,
4 846 (1984). Here, Plaintiff does not have any interests adverse to the Class, nor have any such issues
5 been raised or presented. Plaintiff has taken all necessary steps to represent the interests of the Class,
6 including providing information and documents to her counsel and reviewing pleadings in this case.
7 Jimenez Decl. ¶¶ 3-6. For such reasons, Plaintiff has adequately represented Class Members.

8 **B. Defendants’ Allegations and Position on Class Certification Support Approval.**

9 Defendants dispute whether a class could be certified. Defendants also assert that even assuming
10 that a class could have been certified, Plaintiff would be unable to establish classwide liability.
11 Moreover, even if Plaintiffs prevailed on the merits, Defendants contested the extent of liability. For
12 example, Defendants contend that they would not be subject to Section 203 penalties, based on good-
13 faith defenses.² Likewise, with respect to wage statement liability, Defendants contend that liability
14 under Section 226(e) would be subject to additional defenses requiring proof of injuries resulting from
15 knowing and intentional violations. Finally, with respect to PAGA penalties, Defendants contend that
16 the circumstances are such that PAGA penalties would be subject to discretionary reductions. Based
17 thereon, Defendants continue to maintain that they are not liable for the allegations made by Plaintiff or
18 for the amounts alleged by Plaintiff.

19 **C. Risks, Expenses, and Complexity of Further Litigation Support Approval.**

20 Plaintiff believes that a class can be certified. Plaintiff, however, also believes in the fairness of
21 the settlement when factoring in the uncertainty and risks involved in not prevailing on the theory of
22 liability alleged in the Complaint, the possibility of non-certification, and the potential for appeals.

23 There is always a risk that the court will not grant certification of the class. As Defendants allege
24 that a class could not have been certified, there was at least a substantial risk that Plaintiff would not
25 have obtained the total amount of damages alleged, and that a substantial number of complex issues
26 would have necessitated significant expenditure of time and expenses. Therefore, the risks, expenses,
27 and complexity of further litigation warrant granting of this motion.

28 ² Except as otherwise noted, all “Section” references are to the Labor Code.

**D. The Settlement Terms and Negotiation—as Well as the Class Member Response—
All Support the Conclusion that the Settlement Is Fair, Adequate, and Reasonable.**

Without reiterating the details in the Preliminary Approval Motion showing that the Agreement (and the negotiation process that led up to it) is fair and adequate, Plaintiff highlights the following facts. The Agreement was the product of negotiation between highly able and experienced attorneys on both sides who possessed the relevant data and extensive legal research which they had carefully analyzed. Declaration of Larry W. Lee (“Lee Decl.”) ¶¶ 4-5.

Following notice to the Class, not a single objection to the settlement was received. Admin Decl. ¶ 9. The Court may appropriately infer that the class action settlement is fair, adequate, and reasonable, given that not a single Class Member has submitted an objection. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992). Indeed, the Class Member response suggests the preliminarily approved settlement should now be granted final approval.

III. Well-Established Legal Principles Support Final Approval of the Settlement.

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

Although the Court possesses “broad discretion” in determining that a proposed class action settlement is fair, the Court’s role must be limited 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. *See Officers for Justice*, 688 F.2d at 625. Accordingly, the Court should give due regard to what is otherwise

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

6 As the Court of Appeal has cautioned:

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

11 *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1146 (2000).

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

17 **A. The Settlement is Presumed to Be Fair**

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

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

22 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996).

23 The settlement in the case at bar warrants approval and carries a presumption of fairness. As
24 previously noted in the application for Preliminary Approval, this current settlement was negotiated at
25 arm’s length. Lee Decl. ¶¶ 4-5. Class Counsel engaged in extensive factual investigation before settling,
26 including the exchange of significant informal and formal discovery and class data enabling Class
27 Counsel to evaluate the full extent of Defendants’ potential liability. *Id.* ¶ 4. Further, Class Counsel is
28 highly experienced in this type of litigation. As shown in the supporting declarations, Class Counsel has

1 significant experience in class actions and employment wage and hour matters. *Id.* ¶¶ 6-8; Declaration of
2 Simon L. Yang (“Yang Decl.”) ¶¶ 4-6; Declaration of B. James Fitzpatrick (“Fitzpatrick Decl.”) ¶ 12;
3 Declaration of Alison L. Baker (“Baker Decl.”) ¶¶ 5-11.

4 **B. Two-Way Costs and Other Risks Inherent in Litigation Favor Final Approval.**

5 To assess the fairness, adequacy, and reasonableness of a class action settlement, the Court also
6 should weigh the immediacy and certainty of substantial settlement proceeds against the risks inherent in
7 continued litigation. *See also In re General Motors Corp.*, 55 F.3d 768, 806 (3d Cir. 1995) (“[P]resent
8 value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk
9 of not prevailing, should be compared with the amount of the proposed settlement.”); *Girsh v. Jepson*,
10 521 F.2d 153, 157 (3d Cir. 1975).

11 If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff would have been
12 potentially responsible for Defendants’ costs. Likewise, any other current or former employees that
13 bring individual claims also would face the uncertainty of prevailing and the possibility of paying costs
14 to Defendants. For that reason, many of these current and former employees likely would not pursue
15 claims. This lawsuit thus achieves a true benefit for the Class that they otherwise might not get or even
16 seek as individuals. Here, given that a fair and reasonable settlement has been reached, neither Plaintiff
17 nor any of the Class Members will be required to pay for Defendants’ litigation costs.

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

22 **C. The Complexity, Expense, and Likely Duration of Continued Litigation Against**
23 **Defendants Favor Final Approval.**

24 Another factor considered by courts in approving a settlement is the complexity, expense, and
25 likely duration of the litigation. *See Officers for Justice*, 688 F.2d at 625; *Girsh*, 521 F.2d at 157. In
26 applying this factor, courts weigh the benefits of settlement against the expense and delay involved in
27 achieving a favorable result at trial. *Young v. Katz*, 447 F.2d 431, 433-34 (5th Cir. 1971).

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

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

18 **D. The Opinion of Experienced Counsel Favors Final Approval.**

19 Class Counsel supports the settlement as fair, reasonable, and adequate, as in the best interest of
20 the Class Members as a whole, and fair, reasonable, and adequate in view of PAGA’s purposes. Lee
21 Decl. ¶ 5; Yang Decl. ¶ 2; Fitzpatrick Decl. ¶¶ 2, 4. Similarly, counsel for Defendants is in favor of this
22 settlement. The endorsement of qualified and well-informed counsel of a settlement as fair, reasonable,
23 and adequate is entitled to significant weight in determining final approval. *See Officers for Justice*, 688
24 F.2d at 625; *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998).

25 **IV. The Proposed Payments and Procedures Should Be Approved.**

26 **A. The Proposed Procedure for Uncashed Settlement Checks Should Be Approved.**

27 To the extent any uncashed settlement funds remain after 180 days, the Parties have agreed (and
28 the Court has preliminarily approved) that the funds (upon the expiration date) shall be distributed to the

1 cy pres recipient, Legal Aid at Work, in accordance with Code of Civil Procedure section 384. Counsel
2 for the Parties do not have any conflict of interest with Legal Aid at Work. Yang Decl. ¶ 11; Fitzpatrick
3 Decl. ¶ 16; Baker Decl. ¶ 4.

4 **B. The Requested Class Representative Service Award Should Be Approved.**

5 Class Representative Jasmin Jimenez requests a service award of \$10,000.00. The request is
6 reasonable in light of the general release that the Agreement requires of Plaintiff. Independently, the
7 request is appropriate in recognition of Plaintiff's efforts on behalf of the Class and the State.

8 With respect to the general release, Plaintiff did not proceed with litigation of all of her potential
9 claims and instead strategically limited the claims in this lawsuit to maximize her ability to recover for
10 the Class. Jimenez Decl. ¶ 9. Had Plaintiff instead pursued all of her individual claims, Plaintiff could
11 have recovered additional sums. Nonetheless, for the benefit of the Class, Plaintiff provided a general
12 release and waiver of the protections of Civil Code section 1542 (a more extensive release than that
13 provided by the Class at large)—even though Plaintiff in other contexts would have sought at least a
14 \$10,000.00 payment in exchange for a general release.

15 Independently, Plaintiff actively contributed to the litigation of this case. Jimenez Decl. ¶ 3.
16 Indeed, Plaintiff provided invaluable information, evidence, and documents that resulted in this
17 settlement. *Id.* In addition to the services that she provided and approximately 40.0 hours she devoted to
18 the litigation on behalf of the Class, Plaintiff took significant risks, both professionally and monetarily,
19 in acting as Class Representative to seek benefits for the Class. Moreover, Plaintiff understood that an
20 individual case would have resolved much faster than a class action (and involved much less financial
21 risk than a class action). Indeed, because the claims Plaintiff alleged involved the payment of costs to
22 the prevailing party, Plaintiff could have possibly faced paying the costs of Defendants had she not
23 prevailed in this action. Despite this, Plaintiff agreed to pursue this case on behalf of the Class.

24 Also, given that future employers are much less likely to hire individuals who have filed
25 employment-related lawsuits (particularly cases of this nature), Plaintiff also faces significant risk in not
26 being able to find suitable employment—due to the filing of this case against Defendants. Plaintiff took
27 these risks upon herself to the benefit of the Class. Jimenez Decl. ¶ 8. Class Members did not have to
28 file individual lawsuits and bear the risks of payment of costs if they did not prevail, nor did they have to

1 face the potential for retaliation and not getting future employment had they filed a lawsuit which is a
2 public record. These are significant benefits that weigh in favor of granting the requested award.
3 Moreover, this litigation has resulted in a significantly valuable benefit to the Class, and Plaintiff took
4 on substantial risks in helping to get this financial benefit to the Class. As such, the award should be
5 granted to Plaintiff for her commitment, dedication, and risks taken for this litigation.³

6 **C. The Requested Attorneys' Fees Should Be Approved.**

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

11 **1. The Percentage of the Fund Method Supports the Requested Fees.**

12 Class Counsel seeks a fee award calculated at 33⅓% of the total value of the settlement for the
13 successful prosecution and resolution of this action. California state and federal courts have recognized
14 that an appropriate method for determining award of attorneys' fees is based on a percentage of the total
15 value of benefits to class members by the settlement. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th
16 224, 254 (2001); *Serrano v. Priest*, 20 Cal. 3d 25, 34 (1977) ; *Boeing Co. v. Van Gemert*, 444 U.S. 472,
17 478 (1980); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1997).

18 Indeed, the California Supreme Court has confirmed that the award of attorneys' fees in common
19 fund wage and hour class action settlements may be based on the percentage method. *See Laffitte v.*
20 *Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and state
21 courts in holding that when class action litigation establishes a monetary fund for the benefit of the class
22 members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court

24 ³ Courts have routinely granted approval of settlements containing such incentive awards. *See Van*
25 *Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (incentive award of
26 \$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.*, 130 F.R.D. 366, 374 (S.D. Ohio 1990)
27 (two incentive awards of \$55,000, and three incentive awards of \$35,000); *Brotherton v. Cleveland*, 141
28 F. Supp. 2d 907, 913-14 (S.D. Ohio 2001) (granting a \$50,000 incentive award); *Enter. Energy Corp. v.*
Columbia Gas Transmission Corp., 137 F.R.D. 240, 251-52 (S.D. Ohio 1991) (\$50,000 awarded to each
class representative); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan.
27, 2007) (awarding \$25,000 incentive award in FLSA overtime wages class action); *Cook v. Niedert*,
142 F.3d 1004, 1016 (7th Cir. 1998) (affirming \$25,000 incentive award to class representative).

1 may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund
2 created”). Here, the percentage method supports the requested fees.

3 First, the fee award representing 33⅓% of the fund falls within the accepted range of fee awards
4 and is consistent with other rulings of other courts and comprehensive surveys of class action
5 settlements and fee awards. A fee award of 33⅓% of the fund is consistent with “empirical studies [that]
6 show that ... fee awards in class actions average around one-third of the recovery.” *Chavez v. Netflix,*
7 *Inc.*, 162 Cal. App. 4th 43, 66 n.11 (2008). Indeed, attorneys’ fees awards of up to 35% of the fund are
8 within the expected range. See Fitzpatrick, *An Empirical Study of Class Action Settlements and Their*
9 *Fee Award*, 7 J. Empirical Leg. Stud. 811, 833 (2010) (analyzing 444 cases between 2006-2007 and
10 concluding that “[m]ost fee awards were between 25 percent and 35 percent”).

11 Second, the results delivered by Class Counsel also support the requested percentage of the fund.
12 Here, Plaintiff and her counsel secured a \$353,123.13 settlement. Some Class Members will receive
13 more than \$4,000.00; on average, each Class Member will receive approximately \$829.93—a result that
14 led to no objections and no opt outs. Admin Decl. ¶¶ 8-14.

15 Third, “the response of the class members to attorneys’ fee notice, though not decisive, is
16 relevant to the ... reasonable determination” regarding fees. *Swedish Hospital v. Shalala*, 1 F.3d 1261,
17 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the court’s “approximation of the
18 market” for fees is well supported. *Id.* at 1269. Here, the Class Notice specifically notified the Class that
19 Class Counsel would be seeking \$117,707.71 in attorneys’ fees. Again, there were no objections.

20 Fourth, it is recognized that one of the primary factors justifying an enhanced attorney’s fees
21 reward is the attendant risks inherent in the litigation. As observed in *City of Detroit v. Grinnell Corp.*:

22 No one expects a lawyer whose compensation is contingent upon his success to charge, when
23 successful, as little as he would charge a client who had agreed to pay for his services, regardless
24 of success. Nor, particularly in complicated cases producing large recoveries, is it just to make a
fee depend solely on the reasonable amount of time expended.

25 495 F.2d 448, 470 (2d Cir. 1974). Here, it is clear that a settlement fund of \$353,123.13 has been
26 created. Class Counsel shouldered the risk that it might recover no fee at all and might even lose the
27 considerable sum it advanced in expenses. Because the fees here were wholly contingent in nature, Class
28 Counsel’s request for attorneys’ fees in the amount of \$117,707.71 is fair, reasonable, and adequate.

1 **2. The Lodestar Cross-Check Supports the Requested Fees.**

2 The amount requested is reasonable for an additional reason. While the primary method
3 employed to determine fees is the percentage method, courts have discretion to use the lodestar method
4 to “cross-check” the amount of fees calculated by way of percentage. As the California Supreme Court
5 has emphasized, “the lodestar calculation, when used in this manner, does not override the trial court’s
6 primary determination of the fee as a percentage of the common fund and thus does not impose an
7 absolute maximum or minimum on the potential fee award.” *Laffitte*, 1 Cal. 5th at 505 (emphasis
8 added); *In re Rite Aid Corp. Secs. Litig.*, 396 F.3d 294, 306-307 (3d Cir. 2005) (“[The lodestar cross-
9 check does not trump the primary reliance on the percentage of common fund method”).

10 Once the court establishes the lodestar amount, it may enhance the lodestar number by applying
11 a multiplier in order to adjust the fees awarded to an amount appropriate to the circumstances of the
12 case. *Serrano v. Priest*, 20 Cal. 3d 25, 48 (1977). Pertinent factors include the difficulty of the questions
13 involved and the skill in presenting them, the contingent nature of the fee award, the extent to which the
14 litigation precluded other employment, and the percentage-of-the-fund the attorney would have received
15 on the fair market. *Id.*; *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 49 (2000). This list is
16 not exhaustive, and the court may consider other factors it deems important in setting the multiplier.
17 *Ketchum v. Moses*, 24 Cal. 4th 1122, 1139 (2001).

18 Courts find reasonable multipliers in a lodestar cross-check can “range from 2 to 4 or even
19 higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001).⁴ Indeed, the intermediate
20 court in *Laffitte*—after finding that “2 to 4” is a reasonable range for multipliers on a cross-check—
21 affirmed a 2.13 multiplier. *Laffitte*, 231 Cal. App. 4th at 881-82.⁵ Moreover, the Ninth Circuit has cited
22 with approval a comprehensive study of fees awarded by the percentage method showing that the
23 majority of multipliers awarded are “in the 1.5-3.0” range. *See Vizcaino v. Microsoft Corp.*, 290 F.3d
24
25

26 ⁴ *Accord Chavez*, 162 Cal. App. 4th at 60 (applying a 2.5 multiplier on a lodestar cross-check); *Sutter*
27 *Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a
28 cross-check); *City of Oakland v. Oakland Raiders*, 203 Cal. App. 3d 78 (1988) (affirming a 2.34
multiplier without remand).

⁵ The intermediate court opinion was affirmed in full upon review by the California Supreme Court.

1 1043, 1051 (9th Cir. 2002) (affirming a multiplier of 3.65 in an employment class action case and
2 analyzing the multiplier awarded in over 30 cases).⁶

3 With respect to Class Counsel's lodestar, at least 329.5 hours have been expended by Class
4 Counsel litigating this case. Lee Decl. ¶ 10, Ex. B (40.3); Yang Decl. ¶ 7, Ex. A (92.2); Fitzpatrick Decl.
5 ¶ 8, Ex. A (197.0). Moreover, Class Counsel expects to incur additional time to attend the final approval
6 hearing and secure final approval, respond to post-final approval phone calls and correspondence from
7 the administrator, defense counsel, and Class Members, and ensure the settlement is administered as
8 directed by a final approval order. Yang Decl. ¶ 8.⁷

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

15 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
16 experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000).
17 The court may consider other factors when determining a reasonable hourly rate, *e.g.*, the attorney's skill
18 and experience, the nature of the work performed, the relevant area of expertise and the attorney's
19 customary billing rates. *Flannery v. California Highway Patrol*, 61 Cal. App. 4th 629, 632-33 (1998).

22 ⁶ Federal district courts applying California law have likewise routinely approved cross-check
23 multipliers between 2.0 and 3.0 in employment cases. *See, e.g., Willner v. Manpower Inc.*, 2015 WL
24 3863625, at *7 (N.D. Cal. June 22, 2015) (affirming a 2.10 multiplier on settlement of California Labor
25 Code violations); *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) (approving
26 attorneys' fees that resulted in lodestar multiplier of 2.83); *Hopkins v. Stryker Sales Corp.*, 2013 WL
27 496358, at *5 (N.D. Cal. Feb. 6, 2013) (approving a multiplier of 2.76 in settlement of Labor Code
28 violations). Other courts have found even higher multipliers to be reasonable by comparison to other
cases. *See Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113, 1125-26 (C.D. Cal. 2008)
(approving a 5.2 multiplier after surveying a large body of cases affirming a higher multiplier).

⁷ Courts are quite liberal in the evidence required to prove an attorney's hours. Detailed time records are
not required; an attorney's testimony alone may suffice: "Testimony of an attorney as to the number of
hours worked on a particular case is sufficient evidence to support an award of attorney fees, even in the
absence of detailed time records." *Martino v. Denevi*, 182 Cal. App. 3d 553, 559 (1986).

1 Although Class Counsel have been approved at hourly rates of up to \$800 per hour, Lee Decl. ¶¶
2 11-12; Yang Decl. ¶ 9; Fitzpatrick Decl. ¶ 9, Class Counsel request hourly rates of \$595.00 per hour,
3 which contemplates rates commensurate with the jurisdiction in which this action was litigated. Lee
4 Decl. ¶ 13; Yang Decl. ¶ 10; Fitzpatrick Decl. ¶ 9. Class Counsel's skill and experience justify the
5 requested rates. As shown in the supporting declarations, Class Counsel has significant experience in the
6 area of employment and wage and hour class and representative actions. Plaintiff's Counsel's practices
7 focus on representing employees in employment matters, particularly wage and hour cases on a
8 contingency basis. Lee Decl. ¶¶ 6-8; Yang Decl. ¶¶ 3-6; Fitzpatrick Decl. ¶ 12; Baker Decl. ¶¶ 9-11.

9 Based on the rates and 329.5 total hours, the lodestar for Class Counsel through the finalization
10 of this settlement will be approximately \$196,052.50. Lee Decl. ¶ 14; Yang Decl. ¶ 10; Fitzpatrick Decl.
11 ¶ 8, Ex. A. The requested attorneys' fees result in a negative multiplier of approximately 0.60. The
12 requested fees are reasonable and fair, not only based on the factors described above,⁸ but also based on
13 the cross-check and negative multiplier that support the requested fees.

14 **D. The Court Should Approve the Request for Reimbursement of Costs.**

15 The request for reimbursement of costs, in the amount of \$10,809.80 is fair and reasonable. As
16 set forth in Plaintiff's counsel's declaration, the costs were all directly incurred in the prosecution of this
17 action. Lee Decl. ¶ 9, Ex. A; Fitzpatrick Decl. ¶¶ 3, 14, Ex. B. As such, this request should be approved.

18 **E. The Administrator's Fees and Costs Should Be Approved.**

19 Pursuant to the terms of the Agreement, the fees and costs of the Administrator, Phoenix
20 Settlement Administrators, are to be paid out of the class settlement funds. As shown in the Declaration
21 of Kevin Lee, the administration fees expended in this matter amount to a total of \$8,745.68—though
22 \$7,000.00 only in administration fees and costs are being requested. Admin Decl. ¶ 16, Ex. B. For such
23 reasons, it is requested that the Administrator's fees be approved.

24
25 ⁸ *Lealao* lists several factors justifying an enhancement: no objections by class members, commendable
26 conduct by counsel, and significant recoveries by class members, all of which were previously detailed
27 above. *Lealao*, 82 Cal. App. 4th at 51-53. As in *Lealao*, the Class was notified of the settlement and
28 attorneys' fee with no objections. The extreme effort undertaken by counsel, as shown by their hours
and the substantial recoveries for Class Members, shows commendable conduct. The multiplier also
should be enhanced because of the contingent nature of counsel's fee recovery. The risks in taking on a
class action case are enormous, not the least of which is time and effort. As this Court very well knows,
not only do these cases require substantial work, but there exist significant risks.

1 **V. Notice to the LWDA Has Been Provided.**

2 On February 22, 2025, Plaintiff uploaded the Order Granting Plaintiff's Motion for Preliminary
3 Approval of Class Action Settlement to the LWDA's website. Lee Decl. ¶ 14, Ex. C. Concurrent with
4 the filing of this motion, Plaintiff also has uploaded the final approval motion to the LWDA. *Id.*

5 **CONCLUSION**

6 Plaintiff respectfully submits that the standards for final approval have been met and the terms of
7 the Agreement are fair, adequate, and reasonable. Accordingly, Plaintiff respectfully requests that the
8 Court enter an Order in the form proposed and submitted.

9 DATED: June 4, 2025

DIVERSITY LAW GROUP, P.C.

10 By: _____

11 Simon L. Yang

12 Attorneys for Plaintiff
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6 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
7 entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website
8 www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for
9 the above-entitled case. The service transmission was reported as complete and a copy of the
10 filing receipt/confirmation will be filed, deposited, or maintained with the original document(s)
11 in this office.

12 I declare under penalty of perjury under the laws of the State of California that the above
13 is true and correct. Executed on June 4, 2025, at Los Angeles, California.

14 
15 _____
16 Erika Mejia