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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MAYRA CAMPOS MOLINA and YANETH
PORTILLO DE CIFUENTES, individually, and
on behalf of other members of the general public
similarly situated,

Plaintiffs,

vs.

HARBOR HOTELS, LLC, a California Limited
Liability Company; and DOES 1 through 25,
inclusive,

Defendants.

Case No.: 23STCV10683
(Related to Case No. 23STCV16652)

Honorable Theresa M. Traber
Department 1

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, ENHANCEMENT
PAYMENTS, AND SETTLEMENT
ADMINISTRATION COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: December 5, 2025
Time: 10:30 a.m.
Dept: 1

Complaint Filed: May 11, 2023
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT** on **December 5, 2025 at 10:30 a.m.** in Department
3 1 of the above-captioned Court located at 312 North Spring Street, Los Angeles, CA 90012, pursuant
4 to California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and
5 California Labor Code section 2699(l), Mayra Campos Molina and Yaneth Portillo de Cifuentes
6 (together as “Plaintiffs”) will and hereby does move the Court for an Order granting final approval of
7 the proposed class action and Labor Code Private Attorneys General Act of 2004, California Labor
8 Code sections 2698, *et seq.* (“PAGA”) settlement between Plaintiffs and Defendant Harbor Hotels,
9 LLC (“Defendant”).

10 Plaintiffs request that the Court enter an Order:

11 1. Granting final approval of the class action and PAGA settlement;
12 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
13 forth in the Court-approved First Amendment to Joint Stipulation of Class Action and PAGA
14 Settlement and Class Notice (“Settlement Agreement” or “Settlement”), including payment by
15 Defendant of the Gross Settlement Amount of Three Hundred and Fifty Thousand Dollars
16 (\$350,000.00) equal to the amounts to pay (1) the Settlement Class Members and PAGA Employees
17 pursuant to the terms of the Settlement; (2) the Court-approved Attorneys’ Fees and Costs; (3) the
18 Court-approved Enhancement Payment; (4) the Court-approved Settlement Administration Costs; and
19 (5) the Court-approved payment to the California Labor and Workforce Development Agency
20 (“LWDA”) pursuant to PAGA;

21 3. Approving Class Counsel’s request for one-third (1/3) of the Gross Settlement Amount,
22 i.e., One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
23 (\$116,666.67) in attorneys’ fees, plus reimbursement of actual costs and expenses in the amount of
24 Sixteen Thousand Six Hundred Dollars and Seventy-One Cents (\$16,600.71);

25 4. Approving the Enhancement Payment to Plaintiffs in the amount of Five Thousand
26 Dollars and Zero Cents (\$5,000.00) to each Plaintiff in recognition of their services to the Class
27 Members;

28 ///

5. Approving the Settlement Administration Costs to Apex Class Action LLC in the amount of Eight Thousand Dollars and Zero Cents (\$8,000.00); and

8. Approving Twenty-Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$26,250.00) to be paid to the LWDA as seventy-five percent (75%) of the Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) allocated to civil penalties under PAGA.

This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of Court, which require approval by the Court of a class action settlement and permit the Court to extend the page limit for memoranda.

This Motion is based on the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Class Counsel (Karen I. Gold), the Class Representative (Mayra Campos Molina and Yaneth Portillo De Cifuentes), and the Settlement Administrator (Madely Nava on behalf of Harbor Hotels, LLC), the pleadings and other records on file with the Court in this matter, and such evidence or oral argument as may be presented at the hearing on this Motion.

Respectfully submitted,

Dated: November 10, 2025

BLACKSTONE LAW, APC

By: Karen I. Gold
Attorneys for Plaintiffs Mayra Campos Molina
and Yaneth Portillo de Cifuentes and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Mayra Campos Molina and Yaneth Portillo de Cifuentes (together, “Plaintiffs” or
4 “Class Representatives”) seek final approval of the class action settlement reached with Defendant
5 Harbor Hotels, LLC (“Defendant”). Subject to Court approval, Plaintiffs and Defendant (collectively,
6 the “Parties”) have settled the Released Class Claims and Released PAGA Claims as defined in the
7 Joint Stipulation of Class Action and PAGA Settlement and Class Notice (“Original Agreement”) and
8 First Amendment to Joint Stipulation of Class Action and PAGA Settlement and Class Notice
9 (“Amendment”) (together, “Settlement Agreement” or “Settlement”) for a total amount of Three
10 Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) (“Gross Settlement Amount”). (See
11 Declaration of Karen I. Gold in Support of Plaintiffs’ Motion for Final Approval of Class Action and
12 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and Settlement
13 Administration Costs [“Gold Decl.”], ¶ 13, Exh. 1).

14 The Court conditionally certified, for settlement purposes only, the Class defined as: All
15 current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State
16 of California at any time during the Class Period” (“Class” or “Class Members”). (Original
17 Agreement, ¶ 12.b; Gold Decl., ¶ 11). The “Class Period” is defined as the period from May 11, 2019
18 through November 5, 2024. (Original Agreement, ¶ 12.f; Gold Decl., ¶ 11). The “Settlement Class
19 Members” consist of all Class Members who did not submit a timely and valid Request for Exclusion.
20 (Original Agreement, ¶ 12.1l; Gold Decl., ¶ 11). The “PAGA Employees” consist of “all current and
21 former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California
22 at any time during the PAGA Period.” (Original Agreement, ¶ 12.x; Gold Decl., ¶ 11). The “PAGA
23 Period” is defined as the period from May 11, 2022 through November 5, 2024. (Original Agreement,
24 ¶ 12.z; Gold Decl., ¶ 11).

25 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
26 approval under California law because it is fair, adequate, and reasonable. (Gold Decl., Exh. 1 and
27 Exh. 2; *See also, Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford*
28 *Motor Company* (1996) 48 Cal.App.4th 1794, 180 l). The response of the Class to the Settlement

1 confirms that final settlement approval is appropriate. *There have been no objections to and no*
2 *requests to opt-out from the Class Settlement.* (Declaration of Madely Nava of Apex Class Action,
3 LLC, Regarding Notice and Settlement Administration [“Nava Decl.”], ¶¶ 9 and 10).

4 Because the Settlement achieves outstanding results for the Settlement Class Members, the
5 PAGA Employees, and the State of California, Plaintiffs respectfully request, on behalf of the Class
6 and without opposition from Defendant, that the Court approve the Settlement as fair, adequate, and
7 reasonable, and enter judgment in accordance with the Settlement’s terms.

8 Plaintiffs seek the Court’s approval of an attorneys’ fee award of one-third (1/3) of the Gross
9 Settlement Amount, equaling One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and
10 Sixty-Seven Cents (\$116,666.67), plus reimbursement of actual litigation costs and expenses in the
11 amount of Sixteen Thousand Six Hundred Dollars and Seventy-One Cents (\$16,600.71) (together,
12 “Attorneys’ Fees and Costs”). Class Counsel’s request for an award of attorneys’ fees and costs is
13 reasonable and appropriate in light of the outstanding work performed by Class Counsel in the matter,
14 the contingent nature of this action, and the results achieved under the Settlement. (*See Lealao v.*
15 *Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

16 Plaintiffs also request the Court’s approval of the amount to be paid to the Plaintiffs in the
17 amount of Five Thousand Dollars and Zero Cents (\$5,000.00) each (total, \$10,000.00) (“Enhancement
18 Payments”) for their services on behalf of the Class. These amounts proposed to be awarded to
19 Plaintiffs are fair and reasonable for the reasons Plaintiffs provided in their declarations. (*See*
20 *Declaration of Plaintiff Mayra Campos Molina in Support of Motion for Final Approval of Class*
21 *Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and Settlement*
22 *Administration Costs* [“Molina Decl.”] and *Declaration of Yaneth Portillo de Cifuentes in Support of*
23 *Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs,*
24 *Enhancement Payments, and Settlement Administration Costs* [“Cifuentes Decl.”] filed concurrently
25 herewith). Courts approve incentive awards to plaintiffs when justified and appropriate to compensate
26 plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic Riclifield Co.*
27 (N.D. Cal. 1995) 901 F. Supp. 294, 299).

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1 Finally, Plaintiffs request that the Court approve the payment of Eight Thousand Dollars and
2 Zero Cents (\$8,000.00) (“Settlement Administration Costs”) to Apex Class Action LLC (“Apex” or
3 “Settlement Administrator”) as compensation for its administration services it has and will provide in
4 connection with the Settlement. (*See, generally*, Nava Decl.).

5 In order to efficiently present the Court with adequate information to determine whether to
6 grant final approval of the Settlement and award the Attorneys’ Fees and Costs, Enhancement
7 Payments, and Settlement Administration Costs, Plaintiffs also move for an order permitting the filing
8 of this single consolidated memorandum, although it exceeds the page limit established by California
9 Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

10 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

11 Defendant operates a hotel known as the Courtyard by Marriott, Long Beach Airport. Plaintiff
12 Mayra Campos Molina was employed by Defendant as an hourly-paid, non-exempt cleaning staff
13 from approximately May 20, 2022 through June 27, 2024. (Molina Decl., ¶ 2). Plaintiff Yaneth
14 Portillo de Cifuentes was employed by Defendant as an hourly-paid, non-exempt cleaning staff from
15 approximately May 7, 2022 through November 23, 2022. (Cifuentes Decl., ¶ 2).

16 On May 11, 2023, Plaintiffs filed a Class Action Complaint for Damages in the action entitled
17 *Mayra Campos Molina and Yaneth Portillo de Cifuentes v. Harbor Hotels, LLC*, Los Angeles County
18 Superior Court, Case Number 23STCV10683 (“Class Action”), thereby commencing a putative class
19 action lawsuit against Defendant. (Gold Decl., ¶ 2). The Class Action alleges eight (8) causes of
20 action for: (1) Unpaid Overtime; (2) Unpaid Minimum Wages; (3) Unpaid Meal Period Premiums;
21 (4) Unpaid Rest Period Premiums; (5) Failure to Provide Accurate Wage Statements; (6) Final Wages
22 Not Timely Paid; (7) Failure to Reimburse Necessary Business Expenses; and (8) Unfair and Unlawful
23 Business Expenses in violation of California Business & Professions Code Section 17200, *et seq.*
24 (Ibid).

25 On May 11, 2023, Plaintiffs provided written notice to the California Labor and Workforce
26 Development Agency (“LWDA”) and to Defendant, pursuant to California Labor Code Section
27 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by
28 Defendant (“PAGA Letter”). (*Id.* ¶ 3).

1 On July 17, 2023, Plaintiffs filed a Complaint for Enforcement Action Under the Private
2 Attorneys General Act, California Labor Code §§ 2698 Et Seq. in the action entitled *Mayra Campos*
3 *Molina and Yaneth Portillo de Cifuentes v. Harbor Hotels, LLC*, Los Angeles County Superior Court,
4 Case Number 23STCV16652 (“PAGA Action”) based on the alleged California Labor Code violations
5 described above, thereby commencing a representative action under PAGA against Defendant. (*Id.*,
6 ¶ 4).

7 On September 13, 2023, the Court ordered the Class Action and PAGA Action (together,
8 “Actions”) to be related and set the Class Action as the lead case. (*Id.*, ¶ 5).

9 On June 27, 2024, the Parties participated in a formal mediation conducted by Brandon
10 McKelvey, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex
11 wage and hour matters. (*Id.*, ¶ 6). Although the Actions were not resolved at the June 27, 2024
12 mediation, with the ongoing assistance of the Mediator, the Parties reached a settlement of the Actions
13 on September 6, 2024. (*Ibid.*).

14 On April 10, 2025, the Parties executed the Original Agreement. (*Id.*, ¶ 7 and Exh. 1).

15 On April 22, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action and
16 PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. (*Id.*, ¶ 8). On
17 May 28, 2025, the Court issued a Tentative Ruling regarding the Motion for Preliminary Approval
18 (“May 28, 2025 Tentative Ruling”). (*Ibid.*).

19 On May 29, 2025, pursuant to the May 28, 2025 Tentative Ruling, the Parties executed the
20 Amendment. (*Id.*, ¶ 9 and Exh. 2). On May 29, 2025, Plaintiffs filed a supplemental declaration in
21 support of the Motion for Preliminary Approval. (*Ibid.*).

22 On June 2, 2025, the Court entered the Amended Order Granting Preliminary Approval of
23 Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving
24 the terms of the Settlement Agreement, the Notice of Class Action and PAGA Settlement (“Class
25 Notice”), and the proposed administration procedures and associated deadlines. (*Id.*, ¶ 10 and Exh.
26 3).

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1 The Parties agree that the Class described herein may be certified for settlement purposes only.
2 If for any reason the Settlement is not approved, the certification will have no force or effect and will
3 immediately be revoked. The Parties further agree that certification for purposes of approving the
4 Settlement Agreement is in no way an admission that class certification is proper under the more
5 stringent standard applied for litigation and that evidence of this limited stipulation for settlement
6 purposes only will not be admissible for any purpose in this or any other proceeding.

7 **III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION**

8 The Parties have agreed to settle the Class and PAGA claims at issue in the Actions for a non-
9 reversionary Gross Settlement Amount of Three Hundred Fifty Thousand Dollars and Zero Cents
10 (\$350,000.00), which is exclusive of employer-side payroll taxes. (Original Agreement, ¶ 12.p; Gold
11 Decl., ¶ 13). The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of one-
12 third (1/3) of the Gross Settlement Amount, equaling One Hundred Sixteen Thousand Six Hundred
13 Sixty-Six Dollars and Sixty-Seven Cents (\$116,666.67); (2) Class Counsel's actual litigation costs and
14 expenses, in the amount of Sixteen Thousand Six Hundred Dollars and Seventy-One Cents
15 (\$16,600.71); (3) Settlement Administration Costs in the amount of Eight Thousand Dollars and Zero
16 Cents (\$8,000.00); (4) Enhancement Payments in the aggregate amount of Ten Thousand Dollars and
17 Zero Cents (\$10,000.00); and (5) PAGA Amount in the amount of Thirty-Five Thousand Dollars and
18 Zero Cents (\$35,000.00). (Original Agreement, ¶¶ 15-18; Gold Decl., ¶ 13). After the above Court-
19 approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members
20 will share in a Net Settlement Amount of approximately One Hundred Sixty-Three Thousand Seven
21 Hundred Thirty-Two Dollars and Sixty-Two Cents (\$163,732.62). (Gold Decl., ¶ 13).

22 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
23 to receiving their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") nor
24 does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share
25 of twenty-five percent (25%) of the PAGA Amount ("Individual PAGA Payment"). (Original
26 Agreement, ¶¶ 12.q, 12.s, and 38; Gold Decl., ¶ 14). Individual Settlement Shares are calculated by
27 the Settlement Administrator by dividing the final Net Settlement Amount by the total amount of
28 weeks each Settlement Class Member worked for Defendant as an hourly-paid or non-exempt

1 employee in California during the Class Period (“Workweeks”) to yield the “Final Workweek Value,”
2 and multiplying each Settlement Class Member’s individual Workweeks by the Final Workweek
3 Value to yield each Settlement Class Member’s final Individual Settlement Share. (Original
4 Agreement, ¶¶ 12.mm and 20.d; Gold Decl., ¶ 14). Individual PAGA Payments are calculated by the
5 Settlement Administrator by dividing the amount of the PAGA Employee Amount, i.e., 25% share of
6 the PAGA Amount (\$8,750.00) by the total amount of pay periods each PAGA Employee worked for
7 Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period
8 (“PAGA Pay Periods”) to yield the “PAGA Pay Period Value,” and multiplying each PAGA
9 Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value to yield each PAGA
10 Employee’s Individual PAGA Payment. (Original Agreement, ¶¶ 12.bb and 21; Gold Decl., ¶ 14).

11 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
12 percent (80%) penalties, interest, and non-wage penalties. (Original Agreement, ¶ 22; Gold Decl., ¶
13 16). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated
14 to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by
15 the Settlement Administrator. (Original Agreement, ¶ 22; Gold Decl., ¶ 16). The Settlement
16 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages
17 portion of the Individual Settlement Share, and issue checks to Settlement Class Members for their net
18 payment of their Individual Settlement Share (“Individual Settlement Payment”). (Original
19 Agreement, ¶¶ 12.r and 22; Gold Decl., ¶ 16). The employer’s share of taxes and contributions in
20 connection with the wages portion of Individual Settlement Shares will be paid by Defendant
21 separately and in addition to the Gross Settlement Amount. (Original Agreement, ¶ 22; Gold Decl., ¶
22 16). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and
23 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Original
24 Agreement, ¶ 22; Gold Decl., ¶ 16).

25 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
26 negotiable for one hundred and eighty (180) calendar days from the date the checks are mailed, and
27 thereafter, shall be canceled. (Original Agreement, ¶ 38; Gold Decl., ¶ 17). Any funds associated
28 with such canceled checks will be distributed by the Settlement Administrator to the State of

1 California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA
2 Employee. (Original Agreement, ¶ 38; Gold Decl., ¶ 17).

3 Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class
4 Members will be deemed to have fully, finally, and forever released, settled, compromised,
5 relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands,
6 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were
7 alleged or which could have been alleged based on the factual allegations in the Class Action, arising
8 during the Class Period, under any federal, state, or local law, and shall specifically include claims for
9 Defendant's alleged failure to pay overtime and minimum wages, provide meal and rest period
10 premium payments, provide accurate wage statements, timely pay wages upon termination, and
11 reimburse necessary business-related expenses in violation of California Labor Code Sections 510,
12 1198, 1194, 1197, 1197.1, 226.7, 512, 226(a), 201, 202, 203, 2800 and 2802, and applicable Industrial
13 Welfare Commission Wage Orders, and all claims for attorneys' fees and costs and statutory interest
14 in connection therewith, California Business and Professions Code sections 17200, et seq., and any
15 other claims, including claims for statutory penalties other than those under California Labor Code
16 Sections 2698 *et seq.*, pertaining to the Class Members (collectively, "Released Class Claims").
17 (Original Agreement, ¶ 39; Amendment, pg. 1).

18 Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of California with
19 respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and
20 forever released, settled, compromised, relinquished, and discharged the Released Parties of any and
21 all claims arising from any of the factual allegations in the PAGA Letter and PAGA Action, arising
22 during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
23 California Labor Code Sections 2698 *et seq.*, including all claims for attorneys' fees and costs related
24 thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide meal and rest
25 period premium payments, provide accurate wage statements, timely pay wages upon termination, and
26 reimburse necessary business-related expenses in violation of California Labor Code Sections 510,
27 1174(d), 1198, 1194, 1197, 1197.1, 226.7, 512, 226(a), 201, 202, 203, 204, 2800 and 2802, and
28 applicable Industrial Welfare Commission Wage Orders (collectively, "Released PAGA Claims").

1 (Original Agreement, ¶¶ 12. ff and 40).

2 Upon the full funding of the Gross Settlement Amount, Plaintiffs, individually and on their
3 own behalf, will be deemed to have fully, finally, and forever released, settled, compromised,
4 relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands,
5 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or
6 nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which
7 Plaintiffs, at any time of execution of the Settlement Agreement, had or claimed to have or may have,
8 including but not limited to any and all claims arising out of, relating to, or resulting from their
9 employment and/or separation of employment with the Released Parties, including any claims arising
10 under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating
11 to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act
12 of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities Act; the Family and Medical
13 Leave Act; the Employee Retirement Income Security Act; the California Family Rights Act; the
14 California Fair Employment and Housing Act; all claims for wages or penalties under the Fair Labor
15 Standards Act; all claims for wages or penalties under the California Labor Code; Business and
16 Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or
17 interference with legal rights; any and all other employment or discrimination laws; whistleblower
18 claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of
19 promissory estoppel. (*Id.*, ¶ 41). It is agreed that this is a general release and is to be broadly construed
20 as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does
21 not include a release of any claims that cannot be released hereunder by law. (*Ibid*). Plaintiffs
22 understand and expressly agree that the Settlement Agreement extends to claims that they have against
23 Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or
24 contingent, past, present, or future, arising from or attributable to an incident or event, occurring in
25 whole or in part, on or before the execution of the Settlement Agreement. (*Ibid*). Any and all rights
26 granted under any state or federal law or regulation limiting the effect of the Settlement Agreement,
27 including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY
28 WAIVED. (*Ibid*). Section 1542 of the California Civil Code reads as follows:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
3 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
4 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
5 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
6 PARTY.
7 (Ibid).

8 The “Released Parties” means Defendant Harbor Hotels, LLC and its current and former
9 officers, directors, members, insurers, shareholders, owners, parents, subsidiaries, affiliates,
10 predecessors, successors, assigns, employees, agents, attorneys, insurers, and any other person acting
11 by, through, or under Defendant. (*Id.*, ¶ 12.gg).

12 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

13 Apex has taken all necessary steps to effectuate the notice and settlement administration
14 process, as set forth in the Preliminary Approval Order.

15 On May 12, 2025, pursuant to the Court’s direction, Defendant’s counsel provided Apex with
16 the Class List file for purposes of determining whether the Escalator Clause was triggered. (Nava
17 Decl., ¶ 4). The Class List contained the full name, last known mailing addresses, Social Security
18 number, and dates worked for Defendant during the Class Period for each Class Member. (Ibid). The
19 Class Data was uploaded to Apex’s database and checked for duplicates and other possible
20 discrepancies. (Ibid). The Class List contained 183 individuals identified as Class Members who
21 worked 12,082 Workweeks during the Class Period and 119 individuals identified as PAGA
22 Employees who worked 5,823.43 PAGA Pay Periods during the PAGA Period. (*Id.*, ¶¶ 4 and 15).
23 The Escalator Clause was not triggered. (*Id.*, ¶ 4).

24 On May 30, 2025, Apex received the Court approved text for the Class Notice from Class
25 Counsel. (*Id.*, ¶ 5).

26 As part of the preparation for mailing, all 183 names and addresses contained in the Class List
27 were then processed against the National Change of Address (“NCOA”) database, maintained by the
28 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses
of the Class Members before mailing of the Class Notice. (*Id.*, ¶ 6). The NCOA contains requested
change of addresses filed with the USPS. (Ibid). To the extent that an updated address was found in
the NCOA database, the updated address was used for the mailing of the Class Notice. (Ibid). To the

1 extent that no updated address was found in the NCOA database, the original address provided by
2 Defendant's counsel was used for the mailing of the Class Notice. (Ibid).

3 On June 6, 2025, the Class Notice was mailed, via U.S. First Class Mail, to all 183 individuals
4 contained in the Class List. (*Id.*, ¶ 7). 32 Class Notices were returned to Apex as undeliverable. (*Id.*,
5 ¶ 8). Apex performed a computerized skip trace on the 32 returned Class Notices that did not have a
6 forwarding address in an effort to obtain an updated address for the purpose of re-mailing the Class
7 Notice. (Ibid). As a result of this skip trace, 24 updated addresses were obtained and the Class Notice
8 was promptly re-mailed to those Class Members, via U.S First Class Mail. (Ibid). A total of 8 Class
9 Notices has been deemed undeliverable as no updated address was found notwithstanding the skip
10 tracing. (Ibid).

11 Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the
12 Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Workweeks and/or
13 PAGA Pay Period Dispute ("Response Deadline"). (Original Agreement, ¶ 12.ii). The Response
14 Deadline was July 21, 2025. (Nava Decl., ¶¶ 9-11). The Settlement Administrator did not receive any
15 Requests for Exclusion, Notice of Objections, and/or Workweeks and/or PAGA Pay Period Disputes.
16 (Ibid).

17 The estimated average gross Individual Settlement Payment is \$876.14, the estimated highest
18 gross Individual Settlement Payment is \$3,801.03, and the estimated lowest gross Individual
19 Settlement Share is \$1.90; the estimated average Individual PAGA Payment is \$73.53, the estimated
20 highest Individual PAGA Payment is \$195.12, and the estimated lowest Individual PAGA Payment is
21 \$0.21. (*Id.*, ¶¶ 14 and 16).¹

22 **V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA**

23 Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online
24 submission portal in compliance with California Labor Code § 2699(1)(2). (Gold Decl., ¶ 18). The
25 LWDA has not objected or otherwise responded to the submissions. (Ibid).

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27 _____
28 ¹ The actual average, highest, and lowest Individual Settlement Share will be larger than the amounts stated in the Nava Decl. because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$20,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$3,399.29 will be part of the Net Settlement Amount).

1 **VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL**

2 **A. The Legal Standard for Final Approval**

3 Before granting final approval of a class action settlement, the Court must review the
4 settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48
5 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the
6 strength of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation,
7 the amount offered in settlement, the extent of discovery completed and the stage of the proceedings,
8 the experience and views of counsel, and the reaction of the class members to the proposed settlement.
9 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801
10 ["The list of factors is not exhaustive and should be tailored to each case"]; *Officers for Justice v. Civil*
11 *Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, a presumption of fairness
12 exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and
13 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
14 in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245;
15 *Dunk*, 48 Cal.App.4th at 1802). "The settlement or fairness hearing is not to be turned into a trial or
16 rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the
17 contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty
18 of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
19 settlements." (*Officers for Justice, supra*, 688 F.2d at 625).

20 **B. The Settlement Should be Finally Approved**

21 California courts recognize that "a presumption of fairness exists where . . . [a] settlement is
22 reached through arm's-length bargaining." (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
23 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations
24 were at all times made at arm's-length and were adversarial. (Gold Decl., ¶ 19). The Parties engaged
25 in extensive informal discovery prior to reaching a settlement at the mediation. (*Id.*, ¶ 20).

26 **C. The Settlement is Fair and Reasonable**

27 Courts typically assess the status of discovery in determining whether a class action settlement
28 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,

1 Defendant produced Plaintiffs' personnel, time, and payroll records; a statistically significant sample
2 of time and payroll records for the putative class members; policy documents regarding Defendant's
3 wage and hour practices (including, but not limited to, Defendant's Employee Handbook and Meal
4 and Rest Break Policies); and information regarding the Class statistics. (Gold Decl., ¶ 20). This
5 allowed Class Counsel to conduct an informed assessment and analysis of the strengths and
6 weaknesses of the claims and the potential class-wide damages. (Ibid). Plaintiffs' investigation was
7 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996)
8 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-
9 130 ("Dunk/Kullar").

10 Based on the information exchanged, the Parties extensively briefed issues regarding class
11 certification and liability and provided their analyses to the Mediator who helped the Parties debate
12 the strengths and weakness of their respective positions. (Gold Decl., ¶ 21). At all times, Plaintiffs
13 were willing and prepared to litigate this matter through class certification and trial if the Parties had
14 been unable to reach a favorable resolution. (Ibid). Additionally, settlement negotiations were
15 conducted by highly capable and experienced counsel. (Ibid). Class Counsel are respected members
16 of the California State Bar with strong records of vigorous and effective advocacy and are experienced
17 in handling complex wage and hour class action litigation. (Ibid). Accordingly, Class Counsel had
18 sufficient information and experience to act intelligently in negotiating the Settlement.

19 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
20 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
21 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
22 must consider "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of
23 further litigation, the risk of maintaining class action status through trial, the amount offered in
24 settlement, the extent of discovery completed and the stage of the proceedings, the experience and
25 views of counsel, the presence of a governmental participant, and the reaction of the class members to
26 the proposed settlement." (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

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28 ///

1 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal
2 and factual grounds for defending the Actions. Based upon Class Counsel's experience litigating
3 similar complex matters, Plaintiffs reasonably expected a vigorous and lengthy defense to both class
4 certification and the merits of the Actions absent a settlement.

5 Class Counsel were aware of Defendant's defenses and arguments and have also taken into
6 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
7 inherent in such litigation, including those involved in class and/or representative adjudication. (Gold
8 Decl., ¶ 23). Plaintiffs further recognize the burdens of proof necessary to establish liability for the
9 claims asserted in the Actions, Defendant's defenses, and the difficulties in establishing entitlement to
10 monetary recovery. (Ibid). Plaintiffs have also considered the Parties' settlement discussions, as well
11 as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and
12 employment matters. (Ibid).

13 Defendant denied and continues to deny any liability and wrongdoing of any kind associated
14 with the claims alleged in the Actions, and further denies that class certification is appropriate for any
15 purpose other than the Settlement. (*Id.*, ¶ 24). Defendant proffered defenses to both certification and
16 to the merits of Plaintiffs' claims. (Ibid). Defendant contended that Plaintiffs' claims are not suitable
17 for class certification because individual issues would predominate should this case go to trial,
18 particularly given the wide range of job titles and responsibilities across the putative class. (Ibid). As
19 with all class actions, these complex cases raise difficult management and proof issues and,
20 accordingly, there is a significant risk that the Court may deny class certification. (Ibid).

21 Class Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving
22 the amount of wages due to each Class Member would be an expensive, time-consuming, and
23 extremely uncertain proposition. (*Id.*, ¶ 25). In order to prove liability and damages, Class Counsel
24 would need to request and analyze thousands of pages of documents, obtain the Class Members'
25 contact information, contact them, and obtain declarations at great expense. (Ibid). Obtaining the
26 cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution
27 of a lawsuit against a current employer. (Ibid). On the other hand, Defendant would likely be able to
28 obtain the cooperation of its employees. (Ibid). Moreover, even if Plaintiffs prevailed at class

1 certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

2 In light of the Parties' respective legal positions and the risks of continued litigation, the Gross
3 Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable.
4 (*Id.*, ¶ 26).

5 **VII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE**
6 **AND SHOULD BE APPROVED**

7 Class Counsel seeks one-third (1/3) of the Gross Settlement Amount (i.e., \$116,666.67) for
8 fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling
9 Sixteen Thousand Six Hundred and Seventy-One Cents (\$16,600.71) incurred in the prosecution of
10 the Actions. (Gold Decl., ¶ 27). The requested fees and costs are fair compensation for undertaking
11 complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light
12 of the substantial benefits achieved by Class Counsel for the Class Members. (Ibid).

13 **A. Plaintiffs' Fee Request of One-Third (1/3) of the Gross Settlement Amount**
14 **is Proper Under the Common Fund Doctrine**

15 Courts have long recognized the "common fund" or "common benefit" doctrine, under which
16 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
17 costs to be paid out of the fund. (*See Serrano v. Priest* ("Serrano III") (1977) 20 Cal.3d 25, 34,
18 quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees'*
19 *Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995)
20 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric*
21 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

22 The California Supreme Court has held that, "when a number of persons are entitled in
23 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
24 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys' fees
25 out of the fund." (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D'Amico*, 11 Cal.3d 1; *see also Boeing,*
26 *supra*, 444 U.S. at 478 ("[A] lawyer who recovers a common fund for the benefit of persons other than
27 himself or his client is entitled to a reasonable attorney's fee from the fund as a whole."); *Mills, supra*,
28 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class

actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3 explains the common fund doctrine as follows:

Where the lawsuit results in the recovery of a fund or property benefiting others as well as plaintiff (e.g., a class action), the court has inherent equitable power to order plaintiffs attorney fees paid out of the common fund or property [citations]. Such fee spreading assures that all of those benefited by the litigation pay their fair share of obtaining the recovery.

The percentage-of-the-fund approach appears to be the preferred method of awarding fees in traditional common fund cases, such as this case. Where the settlement amount is a “certain or easily calculable sum of money,” use of the percentage-of-the-fund method is appropriate. (*Serrano III*, 20 Cal. 3d at 35).

In *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action wherein class counsel obtained a \$19 million non-reversionary settlement on behalf of the class, the California Supreme Court approved the use of the percentage of fund or common fund method to award one-third of the settlement amount or \$6,333,333.33 to class counsel for attorneys’ fees. The Court stated:

Whatever doubts may have been created by *Serrano III*, supra, 20 Cal.3d 25, [], or the Court of Appeal cases that followed, we clarify today that use of the percentage method to calculate a fee in a common fund case, where the award serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion. We join the overwhelming majority of federal and state courts in holding that when class action litigation established a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created. The recognized advantages of the percentage method - including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation [] convince us the percentage method is a valuable tool that should not be denied our trial courts.

(*Laffitte*, 1 Cal.5th at 503).

In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme Court stated: “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs.” Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme Court recognized that the common benefit doctrine has been applied “consistently in California when an action brought by one party creates a fund in which other persons are entitled to share.”

1 Numerous appellate courts have similarly found. (*See e.g., Knoff v. City and County of San*
2 *Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of
3 attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers);
4 *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly
5 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
6 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
7 compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556,
8 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property
9 in an inverse condemnation action)).

10 The Supreme Court noted that several courts have expressed frustration with the alternative
11 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
12 often indecipherable time records. (*Laffitte*, 1 Cal.5th at 503; *see Lealao v. Beneficial California, Inc.*
13 (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373,
14 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class
15 counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing
16 an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources.
17 (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the
18 percentage of the common fund approach to determine the award of attorney’s fees. (*Lealao*, 82
19 Cal.App.4th at 30-31; *see e.g., In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79
20 (approving attorney’s fee of 33%)).

21 A fee of one-third (1/3) of the Gross Settlement Amount (i.e., \$116,666.67) is easily within the
22 range of reasonableness. Historically, courts have awarded percentage fees in the range of 20% to
23 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F. Supp. at
24 1378). According to Professor Newberg: “No general rule can be articulated on what is a reasonable
25 percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a reasonable fee
26 award from a common fund, in order to assure that fees do not consume a disproportionate part of the
27 recovery obtained for the class, though somewhat larger percentages are not unprecedented.”
28 (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel’s requested fee is reasonable and falls

1 well within the historical range of attorney's fee awards under the common fund theory. Based on
2 Class Counsel's showing of reasonableness, the Court should approve the requested fees pursuant to
3 the common fund approach.

4 **B. The Circumstances of this Case Support a One-Third (1/3) Fee Award**

5 Given the significant results achieved under the circumstances of this litigation, the requested
6 fee award is reasonable. As discussed in *Sumitomo Copper Litigation, supra*, 74 F. Supp. 2d at 396:

7 No one expects a lawyer whose compensation is contingent on the
8 success of his services to charge, when successful, as little as he
9 would charge a client who in advance of the litigation has agreed to
10 pay for his services, regardless of success. Nor, particularly in
11 complicated cases producing large recoveries, is it just to make a fee
12 depend solely on the reasonable amount of time expended.

13 In that vein, this Court should consider the contingent nature of this case, the uncertainty of
14 the outcome, the quality of the counsel, and the preclusion from other employment.

15 **C. The Contingent Nature of This Matter**

16 From the outset of the Actions to the present, prosecution of this matter has involved significant
17 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
18 with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this
19 matter with no guarantee of success. The risks of this matter are apparent in that class certification
20 would likely have been a hard-fought issue, especially given the uncertainty regarding certification of
21 cases such as this. Moreover, even if class certification were granted over Defendant's opposition,
22 there was no assurance that Plaintiffs would succeed at trial. (Gold Decl., ¶¶ 22-25). Despite such
23 challenges, Class Counsel was able to persuade Defendant that it faced significant liability exposure
24 such that it was willing to pay \$350,000.00 to settle the Class Members' claims.

25 **D. The Experience, Reputation, Ability of Counsel, and Skill in Litigation**

26 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
27 including litigation involving the legal issues in this matter. (*Id.*, ¶¶ 30 and 31). Class Counsel's skill
28 in developing a factual record and convincing Defendant of its litigation exposure under California
law was essential to achieving the Settlement. Through its skill and reputation, Class Counsel was
able to obtain a settlement that provides an outstanding result for Class Members. (*See generally* Gold
Decl.).

1 **E. The Results Achieved**

2 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'
3 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the
4 absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of
5 which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class
6 Members will be paid, on average, approximately \$876.14 each, which is intended to compensate them
7 for the alleged wage and hour violations they suffered during their employment. (*Id.*, ¶ 15). This is a
8 significant benefit for the Settlement Class Members here as it represents a recovery for highly
9 disputed claims. Equally important is the fact that the State of California will receive \$26,250.00 for
10 enforcement of labor laws and education of employers. (*Id.*, ¶ 37).

11 Furthermore, the efficiency with which this litigation was conducted and resolved should be
12 rewarded. After preparing and investigating the cases prior to filing the Actions, Class Counsel
13 strongly litigated and then resolved the cases in an efficient manner. The Class Members will directly
14 benefit from the prompt and fair resolution of their claims. They will be receiving a significant award
15 in a relatively short period of time, as opposed to waiting years to recover some undetermined amount
16 if they succeeded at trial, which is an uncertainty in itself.

17 **F. Preclusion of Other Employment**

18 As California law recognizes, Class Counsel's commitment to this litigation should not be
19 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
20 attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See*
21 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
22 additional work that was available, and which Class Counsel had to forego in order to devote the time
23 necessary to pursue this litigation. (Gold Decl., ¶ 29).

24 **G. The Requested Fees Are Also Justified Under the Lodestar Method**

25 Fee calculations under the lodestar method would result in a similar award, demonstrating the
26 fairness of Class Counsel's percentage fee request. Under the lodestar method, a base fee amount is
27 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
28 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of

1 various factors. (*Serrano III*, *supra*, 20 Cal.3d at 48). Class Counsel's hourly rates are summarized
2 in the Gold Decl. at ¶¶ 30 and 31.

3 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the
4 relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Gold Decl.,
5 ¶ 31). As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis
6 for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up
7 contingency fee (with the percentage increasing from one third to forty-five – and sometimes even
8 fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to
9 trial). (Ibid). Therefore, there is no customary hourly billing rate for work that is routinely based on
10 a contingent fee relationship, but the nature of class action work should be strongly considered by the
11 Court. (Ibid). Wage and hour work presents a specialized and challenging area of law that is not
12 within the knowledge of many lawyers. (Ibid). This kind of class action work requires specialized
13 learning and the willingness to take large risks. (Ibid).

14 Class Counsel has spent approximately 197.10 total hours litigating these claims to date.² (*Id.*,
15 ¶ 31). Class Counsel expects to spend another 10 hours in connection with the final approval process
16 (including preparing for and attending the Final Approval Hearing, and managing the Settlement
17 through its conclusion, including anticipated communications with defense counsel, the Settlement
18 Administrator, our clients, and Class Members). (*Id.*, ¶ 32). In addition to time spent during litigation,
19 reasonable hours also include the time spent before the Actions were filed, including time spent
20 interviewing the clients, investigating the facts and the law, preparing the initial pleadings, as well as
21 litigating the cases. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award should
22 include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982) 32
23 Cal.3d 621, 639 ("*Serrano IV*"). Based on the rates of Class Counsel, the total fees incurred to date
24 are \$172,691. (Gold Decl., ¶ 31). By the conclusion of this matter, the total fees are estimated to be
25

26 ² In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence is required in
27 California to support a fee application. The court held: "Testimony of an attorney as to the number of hours worked on a
28 particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records."
Id. There is no need to attach the voluminous invoices prepared in a case as a basis for an award of fees and costs. *Id.*
Through Class Counsel's declaration in support of this application, however, Plaintiff presents a thorough breakdown of
the hours spent and costs incurred in prosecuting this class action. Pursuant to *Martino, supra*, this presentation is sufficient
to support the amount requested.

1 approximately \$180,191. (*Id.*, ¶ 32).

2 In cases where a common fund analysis is not used, once the court establishes the lodestar
3 amount, it should adjust the fee award by a multiplier in order to make an appropriate fee award.
4 (*Serrano III, supra*, 20 Cal.3d at 48). In applying the multiplier, *Newberg on Class Actions* states that
5 “[m]ultiples ranging from one to four frequently are awarded in common fund cases when the lodestar
6 method is applied. A large common fund award may warrant an even larger multiplier.” (4 *Newberg*
7 *on Class Actions* 4th (4th ed. 2002) § 14.6). If the class members paid the fees that the market would
8 bear, they would pay a fee of anywhere from one-third to forty-five percent of any recovery. Since
9 this is the market rate, the lodestar calculation should be enhanced to reflect what the class members
10 would pay on the open market. (*Lealao, supra*, 82 Cal.App.4th at 47-48).

11 In *Lealao*, the court held that trial courts should award lodestar fees by examining the
12 percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 and 53). The
13 court indicated that this is an upward adjustment and should be akin to a contingency fee recovery;
14 the court stated, “[a]n adjustment reflecting the amount of the class recovery is not significantly
15 different from an adjustment reflecting a percentage of that amount; and California courts have
16 evaluated a lodestar as a percentage of the benefit.” (*Id.* at 46). The *Lealao* method appears
17 particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and
18 the class action clients do not expect to pay an hourly fee.

19 The rationale of *Lealao* comports with the purpose of the multiplier. The multiplier is
20 “primarily to compensate the attorney for the prevailing party at a rate reflecting the risk of
21 nonpayment in contingency cases.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138). The *Lealao*
22 court reasoned:

23 Given the unique reliance of our legal system on private litigants to enforce
24 substantive provisions of law through class and derivative actions, attorneys
25 providing the essential enforcement services must be provided incentives
26 roughly comparable to those negotiated in the private bargaining that takes
27 place in the legal marketplace, as it will otherwise be economic for
28 defendants to increase injurious behavior. It has therefore been urged (most
persistently by Judge Richard Posner) that in defining a reasonable fee in
such representative actions, the law should mimic the market.

In the class action context, that would mean attempting to award the fee that
informed private bargaining, if it were truly possible, might have reached.
The simplest way for the law to duplicate the bargain that informed parties
would reach if agency costs were low is to look to fee award levels in actions

brought by sophisticated private parties under the same or comparable statutes.

(*Lealao*, 82 Cal.App.4th at 47-48 (internal citations and quotations omitted)). The court added:

[T]rial judges need the flexibility *Serrano III* provides, as it enables them to relate fee awards to the economic realities that determine the efficacy of the private enforcement contemplated by our civil justice system.

Accordingly, we hold that, in cases in which the value of the class recovery can be monetized with a reasonable degree of certainty and it is not otherwise inappropriate, a trial court has discretion to adjust the basic lodestar through the application of a positive or negative multiplier where necessary to ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation.

(*Id.* at 49-50).

In looking at similar cases, including those set forth above, Class Counsel's requested fee comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the collective hours worked in this matter, the requested fee award would represent a negative multiplier of the current total fee lodestar. In this regard, Class Counsel's fee request is reasonable.

H. No Class Member Objected to the Requested Attorneys' Fee Award

Class Counsel's intention to request the Court's approval for payment of attorneys' fees was clearly disclosed to each Class Member in the Court-approved Class Notice. (Gold Decl., ¶ 34; *See also*, Nava Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to the request for attorneys' fees. (Nava Decl., ¶ 10). It is fair to conclude that the Class approves of/does not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's request for one-third (1/3) of the Gross Settlement Amount, equaling One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$116,666.67), should be granted.

I. Plaintiffs' Cost Request is Reasonable

Class Counsel seeks reimbursement of a total amount of Sixteen Thousand Six Hundred Dollars and Seventy-One Cents (\$16,600.71) in costs and expenses in this matter, which includes reasonable future costs for filing the Motion. (Gold Decl., ¶ 33 and Exh. 5). All costs and expenses were reasonably incurred in prosecution of this matter.

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1 **VIII. THE REQUESTED ENHANCEMENT PAYMENTS TO PLAINTIFFS ARE**
2 **REASONABLE**

3 The named Plaintiffs should be awarded Enhancement Payments in the amount of Five
4 Thousand Dollars and Zero Cents (\$5,000.00) each (total, \$10,000.00) for their services as the Class
5 Representatives and the risks in connection with that role. (*Id.*, ¶ 33). Enhancement awards in wage
6 and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. (*Ibid.*).
7 Often, multiple class representatives receive awards in the above range. (*See e.g., Munoz v. BCI Coca-*
8 *Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request
9 of \$10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th
10 Cir. 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) [“We also think
11 there is something to be said for rewarding those drivers who protect and help to bring rights to a
12 group of employees who have been the victims of discrimination.”]). Here, the requested
13 Enhancement Payments are modest, reasonable, and should be approved.

14 Plaintiffs’ actions establish that: (1) they sought to protect the interests of the Class above their
15 own personal interests; (2) the Settlement Class Members will be benefitted from their actions by
16 receiving a payment without having to do anything; and (3) Plaintiffs have put forth a significant
17 amount of time and effort pursuing the litigation and seeing it through to resolution. (*See, generally,*
18 *Molina Decl. and Cifuentes Decl.; see also Clark v. American Residential Services LLC* (2009) 175
19 Cal.App.4th 785, 804 (discussing the criteria for determining class representative enhancement awards
20 in concluding that a requested award of \$25,000 for two class representatives was too high)).

21 The requested awards for Plaintiffs are also reasonable given the financial and personal risk
22 they took in commencing the Actions, and in light of the benefits that their actions have conferred
23 upon the Class. (*Molina Decl.*, ¶ 7; *Cifuentes Decl.*, ¶ 7; *See also Van Vranken v. Atl. Richfield*
24 *Co.* (N.D.Cal. 1995) 901 F.Supp. 294, 299-300). Additionally, in considering a requested class
25 representative enhancement award, courts take into consideration a plaintiff’s reasonable fear of
26 retaliation. (*Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 977). Here, it is easy to see that a
27 potential future employer could expend little effort to discover Plaintiffs brought the lawsuit – and
28 based thereon, decline to offer Plaintiffs employment.

1 In sum, Plaintiffs have performed considerable services on behalf of the Class during the
2 litigation. (*See*, generally, Molina Decl. and Cifuentes Decl.). Class Counsel cannot understate the
3 importance of the role of an employee who is willing to search out an attorney and step forward to
4 assume the risk of litigation and retaliation in order to represent a class and put the interests of the
5 class before their own interests. Plaintiffs have understood that this is a class action where they are
6 serving as the Class Representatives and must protect the Class Members' interests. (Molina Decl., ¶
7 10; Cifuentes Decl., ¶ 10). Plaintiffs were the catalyst to the benefit reached for the Class Members,
8 and have actively protected the Class Members' interests during the pendency of this matter and will
9 continue to do so even if the case was required to go to trial. (*Ibid*). Plaintiffs spent numerous hours
10 participating in this matter by searching for an attorney, communicating with their attorneys on
11 numerous occasions, searching for and producing relevant documents related to their employment,
12 responding to their attorneys' inquiries, reviewing the settlement documents, and approving the
13 Settlement on behalf of all Class Members. (*See*, generally, Molina Decl. and Cifuentes Decl.).

14 In contrast, without having to take on any of the risk incurred by Plaintiffs or time spent by
15 Plaintiffs in litigating this matter, Settlement Class Members will automatically be issued a payment
16 for their claims. It appears that the Settlement Class Members recognize these enhancements were
17 justified because since the time the Class received notice of the requested Enhancement Payments, no
18 one has objected to the request. Thus, the Enhancement Payments to Plaintiffs are warranted to
19 compensate them for their time and effort, the fear and stress associated with assuming the
20 responsibility of serving as the Class Representatives, and the concrete risks they assumed as the Class
21 Representatives.

22 IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE 23 REASONABLE

24 In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved,
25 Settlement Administration Costs not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00)
26 (Gold Decl., ¶ 36). Apex is the approved Settlement Administrator. (*Ibid*). It is an experienced class
27 administrator and has adequately performed the administration tasks required by the Preliminary
28 Approval Order. Apex's *actual* costs to administer the Settlement are indeed Eight Thousand Dollars
and Zero Cents (\$8,000.00) (Nava Decl., ¶ 17 and Exh. B). Based thereon, the requested costs should

1 be approved.

2 **X. THE PROPOSED LWDA ALLOCATION IS REASONABLE**

3 Pursuant to California Labor Code Section 2699(1), the Superior Court shall review and
4 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
5 § 2699(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
6 should be approved. As part of the Settlement, Defendant has agreed to pay Thirty-Five Thousand
7 Dollars and Zero Cents (\$35,000.00) to settle the claims of the PAGA Employees brought pursuant to
8 PAGA, of which the payment of Twenty-Six Thousand Two Hundred Fifty Dollars and Zero Cents
9 (\$26,250.00) (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement
10 purposes. (Gold Decl., ¶ 37).

11 It is extremely common in approved wage and hour class action cases that settle that only a
12 small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to
13 class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
14 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
15 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
16 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
17 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
18 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
19 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
20 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
21 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
22 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
23 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
24 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here,
25 in these approved settlements, the parties generally maximized statutory penalties and minimized
26 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
27 California Labor Code violations. (Gold Decl., ¶ 38).

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1 **XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE**

2 California law vests the Court with broad discretion in fashioning an appropriate notice
3 program. (*See* California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-
4 74). To protect the rights of absent class members, the parties must provide class members with the
5 best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985)
6 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice
7 must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*
8 *Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which
9 is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of
10 the action and afford them an opportunity to present their objections"])). The content and method of
11 the notice should be designed to apprise the class members of the terms of the proposed settlement
12 and of the class members' rights regarding the settlement. (*See Mullane, supra*, 339 U.S. at 314;
13 *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
14 F. Supp. 364, 378).

15 The Class Notice approved by the Court met these requirements: it identified the Parties and
16 described the Actions, the Class, the Gross Settlement Amount, the proposed method for distribution
17 of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payments to
18 Plaintiffs, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys'
19 Fees and Costs to Class Counsel. (Gold Decl., ¶ 39; *see also* Nava Decl., Exh. A thereto). The Class
20 Notice described the proposed Settlement with enough specificity to allow each Class Member to
21 make an informed choice whether to accept and participate in it. (*Ibid*). It also explained how and
22 when Class Members may object to or opt out of the Class Settlement. (*Ibid*). Finally, the Class
23 Notice provided the date for the hearing on final approval of the Settlement and informed Class
24 Members how to obtain additional information about the Settlement. (*Ibid*).

25 **XII. CONCLUSION**

26 For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs'
27 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
28 attorneys' fees to Class Counsel of \$116,666.67; (2) the requested reimbursement of actual costs and
expenses to Class Counsel of \$16,600.71; (3) the requested Enhancement Payments to Plaintiffs of

1 \$5,000.00 each (total, \$10,000.00); and (4) the requested Settlement Administration Costs to the
2 Settlement Administrator of \$8,000.00; and permit the filing of a memorandum that exceeds the page
3 limit.

4 Respectfully submitted,

5 Dated: November 10, 2025

BLACKSTONE LAW, APC

6 By: 
7 Karen I. Gold
8 Attorneys for Plaintiffs Mayra Campos Molina
9 and Yaneth Portillo de Cifuentes and the Class
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