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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

DJUANA SHANELLA HALE and SHANNON
GILBERT, individually, and on behalf of other
similarly situated employees and aggrieved
employees pursuant to the California Private
Attorneys General Act, and GEORGE
HERNANDEZ, individually, and on behalf of
other similarly situated employees,

Plaintiffs,

vs.

WELBE HEALTH, LLC, a Delaware Limited
Liability Company; WELBE HEALTH PACE,
LLC, a Delaware Limited Liability Company;
WELBE HEALTH BAY AREA PACE, LLC, a
Delaware Limited Liability Company;
WELBEHEALTH INLAND EMPIRE PACE,
LLC, a Delaware Limited Liability Company;
WELBE HEALTH SAN BERNARDINO
PACE, LLC, a Delaware Limited Liability
Company; LA COAST PACE, LLC, a Delaware
Limited Liability Company; WELBE
HOUSECALLS, LLC, a Delaware Limited
Liability Company; SEQUOIA PACE, LLC, a
Delaware Limited Liability Company; WELBE
HEALTH HC, NOCAL, LLC, a Delaware
Limited Liability Company; WELBE HEALTH

Case No. STK-CV-UOE-2023-0006866

Honorable Robert T. Waters
Department 11B

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

Date: May 22, 2025
Time: 9:00 a.m.
Dept: 11B

Complaint Filed: July 5, 2023
FAC Filed: September 23, 2024
Trial Date: Not Set

1 HC SOCAL, LLC, a Delaware Limited Liability
2 Company; STOCKTON PACE, LLC, a
3 Delaware Limited Liability Company; and
DOES 1 through 25, inclusive,

4 Defendants.

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

2 **PLEASE TAKE NOTICE THAT** on **May 22, 2025 at 9:00 a.m.** in Department 11B of the
3 above-captioned Court located at Stockton Courthouse, 180 East Weber Ave., Stockton, California
4 95202, pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the California Rules
5 of Court, and California Labor Code section 2699(l), Plaintiffs Djuana Shanella Hale, Shannon
6 Gilbert, and George Hernandez (collectively, “Plaintiffs”) will and hereby do move the Court for an
7 Order granting final approval of the proposed class action and Labor Code Private Attorneys General
8 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) settlement between Plaintiffs
9 and Defendants Welbe Health, LLC; Welbe Health PACE, LLC; Welbe Health Bay Area PACE, LLC;
10 WelbeHealth Inland Empire PACE, LLC; Welbe Health San Bernardino PACE, LLC; LA Coast
11 PACE, LLC; Welbe Housecalls, LLC; Sequoia PACE, LLC; Welbe Health HC, NoCal, LLC; Welbe
12 Health HC SoCal, LLC; and Stockton PACE, LLC (collectively, “Defendants”).

13 Plaintiffs request that the Court enter an Order:

- 14 1. Granting final approval of the class action and PAGA settlement;
- 15 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
16 forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement and Release
17 (“Settlement Agreement” or “Settlement”), including payment by Defendants of the Maximum
18 Settlement Amount of Six Million Six Hundred Seventy-Five Thousand Dollars and Zero Cents
19 (\$6,675,000.00) equal to the amounts to pay (1) the Settlement Class Members and PAGA Members
20 pursuant to the terms of the Settlement; (2) the Court-approved Attorneys’ Fees and Costs; (3) the
21 Court-approved Enhancement Awards; (4) the Court-approved Settlement Administration Costs; and
22 (5) the Court-approved payment to the California Labor and Workforce Development Agency
23 (“LWDA”) pursuant to PAGA;
- 24 3. Approving Class Counsel’s request for thirty-five percent (35%) of the Maximum
25 Settlement Amount, equaling Two Million Three Hundred Thirty-Six Thousand Two Hundred Fifty
26 Dollars and Zero Cents (\$2,336,250.000) in attorneys’ fees, plus reimbursement of actual costs and
27 expenses in the amount of Eighteen Thousand Four Hundred Eighty-Seven Dollars and Seventy-Seven
28 Cents (\$18,487.77);

4. Approving the Enhancement Awards to Plaintiffs in the aggregate amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00) in recognition of their services to the Class Members;

5. Approving the Settlement Administration Costs to ILYM Group, Inc. in the amount of Fourteen Thousand Six Hundred Fifty Dollars and Zero Cents (\$14,650.00); and

8. Approving Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) to be paid to the LWDA as seventy-five percent (75%) of the Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) 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 (Alexandra Rose), the Class Representatives (Djuana Shanella Hale, Shannon Gilbert, and George Hernandez), and the Settlement Administrator (Nathalie Hernandez on behalf of ILYM Group, Inc.), 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: April 29, 2025

BLACKSTONE LAW, APC

By: 
Alexandra Rose

Attorneys for Plaintiffs Djuana Shanella Hale,
Shannon Gilbert, and George Hernandez
and the Class

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	PROCEDURAL HISTORY AND FACTUAL BACKGROUND.....	3
III.	SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION	7
V.	COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA.....	12
VI.	EVALUATION OF SETTLEMENT FOR FINAL APPROVAL	13
	A. The Legal Standard for Final Approval	13
	B. The Settlement Should be Finally Approved.....	13
	C. The Settlement is Fair and Reasonable.....	14
VII.	THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE AND SHOULD BE APPROVED	16
	A. Plaintiffs' Fee Request of Thirty-Five Percent (35%) of the Maximum.....	16
	Settlement Amount is Proper Under the Common Fund Doctrine.....	16
	B. The Circumstances of this Case Support a Thirty-Five Percent (35%) Fee	19
	Award	19
	C. The Contingent Nature of This Matter	19
	D. The Experience, Reputation, Ability of Counsel, and Skill in Litigation	19
	E. The Results Achieved	20
	F. Preclusion of Other Employment	20
	G. The Requested Fees Are Also Justified Under the Lodestar Method	21
	H. No Class Member Objected to the Requested Attorneys' Fee Award	23
	I. Plaintiffs' Cost Request is Reasonable	24
VIII.	THE REQUESTED ENHANCEMENT AWARDS TO PLAINTIFFS ARE REASONABLE	24
IX.	THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE	26
X.	THE PROPOSED LWDA ALLOCATION IS REASONABLE	26
XI.	THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE.....	27
XII.	CONCLUSION.....	28

TABLE OF AUTHORITIES

Cases

<i>Bank of America v. Cory</i> (1985) 164 Cal.App.3d 66, 89-92.....	18
<i>Boeing Co. v. Van Gernert</i> (1980) 444 U.S. 472,478	16
<i>Cartt v. Superior Court</i> (1975) 50 Cal.App.3d 960, 973-74.....	27
<i>Ceja-Corona v. CVS Pharm., Inc.</i> (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500,.....	26
<i>Chu v. Wells Fargo Invs., LLC</i> (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645.....	27
<i>City and County of San Francisco v. Sweet</i> (1995) 12 Cal.4 th 105, 110-111	17
<i>Clark v. Am. Residential Servs. LLC</i> , 175 Cal. App. 4th 785 (2009)	13
<i>Clark v. American Residential Services LLC</i> (2009) 175 Cal.App.4th 785, 804.....	24
<i>Cook v. Niedert</i> , 142 F.3d 1004, 1016 (7 th Cir. 1998)	24
<i>D’Amico v. Board of Medical Examiners</i> (1974) 11 Cal.3d 1	16
<i>Dunk v. Ford Motor Company</i> (1996) 48 Cal.App.4th 1794, 180 1.....	2, 13
<i>Eisen v. Carlisle & Jacquelin</i> (1974) 417 U.S. 156, 174-76	27
<i>Franco v. Ruiz Food Prods.</i> (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801.....	26
<i>Garcia v. Gordon Trucking, Inc.</i> (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575.....	26
<i>Glendale City Employees ‘ Association v. City of Glendale</i> (1975) 15 Cal.3d 328, 341 fn.19	16
<i>In re Activision Sec. Litig.</i> (N.D. Cal 1989) 723 F. Supp. 1373, 1375.)	18
<i>In re Activision Sec. Litig.</i> , 723 F. Supp. at 1378-79.	18
<i>In re Pac. Enters. Sec. Litig.</i> (9th Cir. 1995) 47 F.3d 373, 378-79	18
<i>Ketchum v. Moses</i> (2001) 24 Cal.4th 1122, 1138	22
<i>Knoff v. City and County of San Francisco</i> (1969) 1 Cal.App.3d 184, 203-204	18
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116.....	15
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116, 129-30.....	2

1	<i>Lealao v. Beneficial California, Inc.</i> (2000) 82 Cal.App.4th 19, 31 n.5.....	18
2	<i>Lealao</i> , 82 Cal.App.4th at 47-48.....	23
3	<i>Magadia v. Wal-Mart Assocs.</i> (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist.	
4	LEXIS 91732	26
5	<i>Mills v. Electric Auto-Lite Co.</i> (1970) 396 U.S. 375, 391-392	16, 17
6	<i>Mullane v. Central Hanover Bank & Garretson Company</i> (1950) 339 U.S. 306, 314.....	27
7	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> (2010) 186 Cal.App.4th 399, 412.....	24
8	<i>Officers for Justice v. Civil Serv. Comm’n</i> (9th Cir. 1982) 688 F.2d 615, 625.)	13
9	<i>Parker v. Los Angeles</i> (1974) 44 Cal.App.3d 556, 567-568	18
10	<i>Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.</i> (E.D. Pa. 1970)	
11	323 F. Supp. 364, 378.	27
12	<i>Phillips Petroleum Co. v. Shutts</i> (1985) 472 U.S. 797, 811-12	27
13	<i>Quinn v. State of California</i> (1995) 15 Cal.3d 162, 16 7	16, 17
14	<i>Rider v. County of San Diego</i> (1992) 1 I Cal.App.4th 1410, 1423	18
15	<i>Serrano v. Priest</i> (“ <i>Serrano III</i> ”) (1977) 20 Cal.3d 25, 34	16, 17
16	<i>Serrano v. Priest</i> (1982) 32 Cal .3d 621, 639 (“ <i>Serrano IV</i> ”).....	22
17	<i>Staton v. Boeing Co.</i> (9th Cir. 2003) 327 F.3d 938, 977.	25
18	<i>Thio v. Genji, LLC</i> (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330	26
19	<i>Thornton v. East Texas Motor Freight</i> , 497 F.2d 416, 420 (6 th Cir. 1974).....	24
20	<i>Van Vranken v. Atlantic Ricliffeld Co.</i> (N.D. Cal. 1995) 901 F. Supp. 294, 299.....	3, 25
21	<i>Webb v. Board of Educ.</i> (1985) 471 U.S. 234.....	22
22	<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224, 244-45.....	13
23	<i>Wininger v. SI Mgmt. L.P.</i> (9th Cir. 2002) 301 F.3d 1115.)	18
24	Statutes	
25	California Civil Code § 1781	27
26	California Code of Civil Procedure section 382	i
27	Labor Code Section 2699(1)	26
28	Other Authorities	

1	California Practice Guide: Civil Trials and Evidence (The Rutter Group) at§ 17:172.3	17
2	<i>Newberg on Class Actions</i>	22
3	Newberg on Class Actions (4th Ed.), §14.6.....	19
4	<i>Newberg on Class Actions</i> 4th (4th ed. 2002) § 14.6.....	22
5	Rules	
6	Cal. Rules of Court, rule 3.769(g).....	13
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Djuana Shanella Hale (“Plaintiff Hale”), Shannon Gilbert (“Plaintiff Gilbert”), and
4 George Hernandez (“Plaintiff Hernandez”) (collectively, “Plaintiffs” or “Class Representatives”)
5 seeks final approval of the class action settlement reached with Defendants Welbe Health, LLC; Welbe
6 Health PACE, LLC; Welbe Health Bay Area PACE, LLC; WelbeHealth Inland Empire PACE, LLC;
7 Welbe Health San Bernardino PACE, LLC; LA Coast PACE, LLC; Welbe Housecalls, LLC; Sequoia
8 PACE, LLC; Welbe Health HC, NoCal, LLC; Welbe Health HC SoCal, LLC; and Stockton PACE,
9 LLC (collectively, “Defendants”). Subject to Court approval, Plaintiffs and Defendants (collectively,
10 the “Parties”) have settled the Released Class Claims and Released PAGA Claims as defined in the
11 Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement” or
12 “Settlement”) for a total amount of Six Million Six Hundred Seventy-Five Thousand Dollars and Zero
13 Cents (\$6,675,000.00) (“Maximum Settlement Amount”). (See Declaration of Alexandra Rose in
14 Support of Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’
15 Fees and Costs, Enhancement Awards, and Settlement Administration Costs [“Rose Decl.”], ¶ 17,
16 Exh. A).

17 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
18 current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State
19 of California at any time during the Class Period” (“Class” or “Class Members”). (Settlement
20 Agreement, ¶ 11.a; Rose Decl., ¶ 15). The Class does not include any person who previously settled
21 or released any of the claims covered by the Settlement, or any person who previously was paid or
22 received awards through civil or administrative actions for the claims covered by the Settlement.
23 (Settlement Agreement, ¶ 11.a; Rose Decl., ¶ 15). The “Class Period” is defined as the period from
24 April 30, 2019 through September 29, 2024. (Settlement Agreement, ¶ 11.c; Rose Decl., ¶ 15). The
25 “Settlement Class Members” consist of all Class Members who did not submit a timely and valid
26 Request for Exclusion. (Settlement Agreement, ¶ 11.i; Rose Decl., ¶ 15). The “PAGA Members”
27 consist of “all current and former hourly-paid and/or non-exempt employees who worked for
28 Defendants in the State of California at any time during the PAGA Period.” (Settlement Agreement,

¶ 11.e; Rose Decl., ¶ 15). The “PAGA Period” is defined as the period from July 3, 2023 through September 29, 2024. (Settlement Agreement, ¶ 6.f; Rose Decl., ¶ 15).

As discussed herein, the proposed Settlement satisfies all the criteria for final settlement approval under California law because it is fair, adequate, and reasonable. (Rose Decl., Exh. A; *See also, Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 180 l). The response of the Class to the Settlement confirms that final settlement approval is appropriate. *As of the date of this Motion, there have been no objections to or requests to opt-out from the Class Settlement.* (Declaration of Nathalie Hernandez of ILYM Group, Inc., Regarding Notice and Settlement Administration [“ILYM Decl.”], ¶¶ 9 & 10).

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

Plaintiffs seek the Court’s approval of an attorneys’ fee award of thirty-five percent (35%) of the Maximum Settlement Amount, equaling Two Million Three Hundred Thirty-Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$2,336,250.000), plus reimbursement of in actual litigation costs and expenses in the amount of Eighteen Thousand Four Hundred Eighty-Seven Dollars and Seventy-Seven Cents (\$18,487.77) (together, “Attorneys’ Fees and Costs”). Class Counsel’s request for an award of attorneys’ fees and costs is reasonable and appropriate in light of the outstanding work performed by Class Counsel in the matter, the contingent nature of this action, and the results achieved under the Settlement. (*See Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

Plaintiffs also request the Court’s approval of the amounts to be paid to Plaintiffs in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) each (total, \$30,000.00) (“Enhancement Awards”) for their services on behalf of the Class. These amounts proposed to be awarded to Plaintiffs are fair and reasonable for the reasons Plaintiffs provided in their declaration. (*See Declaration of Plaintiff Djuana Shanella Hale in Support of Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Awards, and Settlement Administration Costs* [“Hale Decl.”], Declaration of Plaintiff Shannon Gilbert in Support of Motion for Final Approval of

1 Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Awards, and Settlement
2 Administration Costs ["Gilbert Decl."], and Declaration of Plaintiff George Hernandez in Support of
3 Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs,
4 Enhancement Awards, and Settlement Administration Costs ["Hernandez Decl."] filed concurrently
5 herewith). Courts approve incentive awards to plaintiffs when justified and appropriate to compensate
6 plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic Richfield Co.*
7 (N.D. Cal. 1995) 901 F. Supp. 294, 299).

8 Finally, Plaintiffs request that the Court approve the payment of Fourteen Thousand Six
9 Hundred Fifty Dollars and Zero Cents (\$14,650.00) ("Settlement Administration Costs") to ILYM
10 Group, Inc. ("ILYM" or "Settlement Administrator") as compensation for its administration services
11 it has and will provide in connection with the Settlement. (*See, generally*, ILYM Decl.).

12 In order to efficiently present the Court with adequate information to determine whether to
13 grant final approval of the Settlement and award the Attorneys' Fees and Costs, Enhancement Awards,
14 and Settlement Administration Costs, Plaintiffs also move for an order permitting the filing of this
15 single consolidated memorandum, although it exceeds the page limit established by California Rules
16 of Court, Rule 3.1113(d), instead of filing several separate motions.

17 II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

18 Defendants are a full-service organization that provides 24/7 medical, mental health, and social
19 care to seniors. Plaintiff Hale was employed by one or more of the Defendants from approximately
20 January 2020 to February 2023 as a non-exempt, hourly-paid Nightly Navigator Licensed Vocational
21 Nurse, based out of 582 East Harding Way, Stockton, California 95304. (Hale Decl., ¶ 2). Plaintiff
22 Gilbert was employed by one or more of the Defendants from approximately May 2022 to September
23 2023 as a non-exempt, hourly-paid Quality Improvement Coordinator, based out of 1220 East 4th
24 Street, Long Beach, California 90802. (Gilbert Decl., ¶ 2). Plaintiff Hernandez was employed by one
25 or more of the Defendants from approximately March 2022 to July 2023 as a non-exempt, hourly-paid
26 Driver, based out of 1224 Scenic Drive, Modesto, California 95350. (Hernandez Decl., ¶ 2).

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1 On July 3, 2023, Plaintiff Hale provided written notice to the California Labor and Workplace
2 Development Agency (“LWDA”) of the specific provisions of the California Labor Code alleged to
3 have been violated by Defendants, and provided a supplemental letter to the LWDA and to Defendants
4 on September 11, 2024 (together, “Hale LWDA Letter”). (Rose Decl., ¶ 2).

5 On July 5, 2023, Plaintiff Hale filed a Class Action Complaint in the action entitled *Djuana*
6 *Shanella Hale v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court Case No. STK-CV-
7 UOE-2023-0006866 (“Action”) against Welbe Health, LLC and Stockton, PACE, LLC, asserting the
8 following causes of action: (1) Violation of California Labor Code Sections 510 and 1198 (Unpaid
9 Overtime); (2) Violation of California Labor Code Sections 1194, 1197, and 1197.1 (Unpaid
10 Minimum Wages); (3) Violation of California Labor Code Sections 226.7 and 512 (Unpaid Meal
11 Period Premiums); (4) Violation of California Labor Code Section 226.7 (Unpaid Rest Period
12 Premiums); (5) Violation of California Labor Code Section 226(a) (Failure to Provide Accurate Wage
13 Statements); (6) Violation of California Labor Code Sections 201, 202, and 203 (Final Wages Not
14 Timely Paid); (7) Violation of California Labor Code Sections 2800 and 2802 (Failure to Reimburse
15 Necessary Business Expenses); and (8) Violation of California Business and Professions Code
16 Sections 17200 et seq. (Unfair and Unlawful Business Practices). (*Id.*, ¶ 3).

17 On September 8, 2023, Plaintiff Hale filed a Complaint for Enforcement Action Under the
18 Private Attorneys General Act, Labor Code §§ 2698 et seq. in the action entitled *Djuana Shanella*
19 *Hale v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2023-
20 0009670 (“Hale PAGA Action”) asserting one cause of action under PAGA. (*Id.*, ¶ 4).

21 On October 30, 2023, Plaintiff Gilbert filed a Class Action Complaint in the action entitled
22 *Shannon Gilbert v. LA Coast Pace, LLC, et al.*, Los Angeles County Superior Court Case No.
23 23STCV26547 (“Gilbert Action”) against LA Coast PACE, LLC, Welbe Health Bay Area PACE,
24 LLC, WelbeHealth Inland Empire PACE, LLC, and Welbe Health San Bernardino PACE, LLC
25 asserting the following causes of action: (1) Failure to Pay Minimum and Straight Time Wages (Cal.
26 Lab. Code §§ 204, 1194, 1994.2, and 1197); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§
27 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to
28 Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7); (5) Failure to Timely Pay Final Wages

1 at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to Provide Accurate Itemized Wage
2 Statements (Cal. Lab. Code § 226); (7) Failure to Indemnify Employees for Expenditures (Cal. Lab.
3 Code § 2802); (8) Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226 and
4 1198.5); and (9) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200 *et seq.*). (*Id.*, ¶ 5).

5 On November 29, 2023, Plaintiff Hernandez filed a Class Action Complaint in the action
6 entitled *George Hernandez v. Welbe Health HC Nocal, LLC, et al.*, Stanislaus County Superior Court
7 Case No. CV-23-007017 (“*Hernandez Action*”) against Welbe Health HC Nocal, LLC and Stockton
8 PACE, LLC asserting the following causes of action: (1) Failure to Pay Minimum and Straight Time
9 Wages (Cal. Lab. Code §§ 204, 1194, 1994.2, and 1197); (2) Failure to Pay Overtime Wages (Cal.
10 Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
11 (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7); (5) Failure to Timely Pay
12 Final Wages at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to Provide Accurate Itemized
13 Wage Statements (Cal. Lab. Code § 226); (7) Failure to Indemnify Employees for Expenditures (Cal.
14 Lab. Code § 2802); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200 *et seq.*). (*Id.*,
15 ¶ 6).

16 On December 12, 2023, Plaintiff Gilbert provided written notice to the LWDA of the specific
17 provisions of the California Labor Code alleged to have been violated by Defendants, and provided a
18 supplemental letter to the LWDA and to Defendants on September 11, 2024 (together, “Gilbert
19 LWDA Letter”). (*Id.*, ¶ 7). Together, the Hale LWDA Letter and the Gilbert LWDA Letter are
20 referred to as the “LWDA Letters.” (*Ibid.*).

21 On July 31, 2024, the Parties participated in a formal mediation conducted by Brandon
22 McKelvey, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex
23 wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to
24 reach an agreement to resolve the Action, *Hale* PAGA Action, *Gilbert* Action, and *Hernandez* Action.
25 (*Id.*, ¶ 8). The Parties then worked diligently to negotiate and memorialize the terms in a long form
26 settlement agreement. (*Ibid.*).

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1 On September 18, 2024, pursuant to the settlement, Plaintiffs filed a First Amended Class and
2 Representative Action Complaint (“Operative Complaint”) in the Action, which added all Plaintiffs,
3 Defendants (which includes additional defendants that were settled on in order to effectuate the terms
4 of the settlement), and claims alleged in the *Hale* PAGA Action, the *Gilbert* Action, and the
5 *Hernandez* Action. (*Id.*, ¶ 9). The Operative Complaint asserts the following causes of action:
6 (1) Violation of California Labor Code Sections 510 and 1198 (Unpaid Overtime); (2) Violation of
7 California Labor Code Sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (3) Violation of
8 California Labor Code Sections 226.7 and 512 (Unpaid Meal Period Premiums); (4) Violation of
9 California Labor Code Section 226.7 (Unpaid Rest Period Premiums); (5) Violation of California
10 Labor Code Section 226(a) (Failure to Provide Accurate Wage Statements); (6) Violation of
11 California Labor Code Sections 201, 202, and 203 (Final Wages Not Timely Paid); (7) Violation of
12 California Labor Code Sections 2800 and 2802 (Failure to Reimburse Necessary Business Expenses);
13 (8) Violation of California Labor Code Sections 226 and 1198.5 (Failure to Produce Requested
14 Employment Records); (9) Violation of California Business and Professions Code Sections 17200*et*
15 *seq.* (Unfair and Unlawful Business Practices); and (10) Violation of California Labor Code Sections
16 2698 *et seq.* (California Labor Code Private Attorneys General Act of 2004). (*Ibid*).

17 On October 18, 2024, the *Hale* PAGA Action was dismissed without prejudice. (*Id.*, ¶ 10).

18 On October 28, 2024, the *Hernandez* Action was dismissed without prejudice. (*Id.*, ¶ 11).

19 On October 30, 2024, the *Gilbert* Action was dismissed without prejudice. (*Id.*, ¶ 12).

20 On November 22, 2024, the Parties executed the Settlement Agreement. (*Id.*, ¶ 13 and Exh.
21 A).

22 On December 18, 2024, Plaintiffs filed a Motion for Preliminary Approval of Class Action and
23 PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. (*Id.*, ¶ 14). On
24 January 31, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and
25 PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of the
26 Settlement Agreement, the Notice of Proposed Class Action and PAGA Settlement, and Hearing Date
27 for Final Court Approval of Settlement (“Class Notice”), and the proposed administration procedures
28 and associated deadlines. (*Ibid* & Exh. B).

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 Operative
9 Complaint for a non-reversionary Maximum Settlement Amount of Six Million Six Hundred Seventy-
10 Five Thousand Dollars and Zero Cents (\$6,675,000.00), which is exclusive of employer-side payroll
11 taxes. (Settlement Agreement, ¶ 17.c; Rose Decl., ¶ 17). The Maximum Settlement Amount includes:
12 (1) Class Counsel's fees in the amount of thirty-five percent (35%) of the Maximum Settlement
13 Amount, equaling Two Million Three Hundred Thirty-Six Thousand Two Hundred Fifty Dollars and
14 Zero Cents (\$2,336,250.000); (2) Class Counsel's actual litigation costs and expenses, in the amount
15 of Eighteen Thousand Four Hundred Eighty-Seven Dollars and Seventy-Seven Cents (\$18,487.77);
16 (3) Settlement Administration Costs in the amount Fourteen Thousand Six Hundred Fifty Dollars and
17 Zero Cents (\$14,650.00); (4) Enhancement Awards in the aggregate amount of Thirty Thousand
18 Dollars and Zero Cents (\$30,000.00); and (5) PAGA Amount in the amount of Four Hundred
19 Thousand Dollars and Zero Cents (\$400,000.00). (Settlement Agreement, ¶¶ 17.c.v, 17.c.vi, 17.c.vii,
20 & 17.c.viii; Rose Decl., ¶ 17). After the above Court-approved amounts are deducted from the
21 Maximum Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount
22 of approximately Three Million Eight Hundred Seventy-Five Thousand Six Hundred Twelve Dollars
23 and Twenty-Three Cents (\$3,875,612.23). (Settlement Agreement, ¶ 17.c; Rose Decl., ¶ 17).

24 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
25 to receiving their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") nor
26 does it require PAGA Members to submit claims as a prerequisite to receiving their *pro rata* share of
27 twenty-five percent (25%) of the PAGA Amount ("Individual PAGA Payment"). (Settlement
28 Agreement, ¶¶ 17.c.i & 17.c.ii; Rose Decl., ¶ 18). Individual Settlement Shares are calculated by the

1 Settlement Administrator by dividing the Net Settlement Amount by the Workweeks of all Settlement
2 Class Members to yield the “Final Workweek Value,” and multiplying each Settlement Class
3 Member’s individual Workweeks by the Final Workweek Value. (Settlement Agreement, ¶ 17.c.i.b;
4 Rose Decl., ¶ 18). Individual PAGA Payments are calculated by the Settlement Administrator by
5 dividing the amount of the PAGA Members’ 25% share of PAGA Amount (\$100,000.00) by the
6 PAGA Workweeks of all PAGA Members to yield the “PAGA Workweek Value,” and multiplying
7 each PAGA Member’s individual PAGA Workweeks by the PAGA Workweek Value. (Settlement
8 Agreement, ¶ 17.c.ii; Rose Decl., ¶ 18)

9 Each Individual Settlement Share will be allocated as one-third (1/3) wages and two-thirds
10 (2/3) penalties, interest, and non-wage damages. (Settlement Agreement, ¶ 17.c.iii; Rose Decl., ¶ 20).
11 The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to
12 penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the
13 Settlement Administrator. (Settlement Agreement, ¶ 17.c.iii; Rose Decl., ¶ 20). The Settlement
14 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages
15 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
16 net payment of their Individual Settlement Share (“Individual Settlement Payment”). (Settlement
17 Agreement, ¶¶ 17.c.i.b & 17.c.iii; Rose Decl., ¶ 20). The employers’ share of taxes and withholdings
18 on the wages portion of the Individual Settlement Shares will be paid by Defendants separately and in
19 addition to the Maximum Settlement Amount. (Settlement Agreement, ¶¶ 17.c & 17.c.iii; Rose Decl.,
20 ¶ 20). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and
21 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement
22 Agreement, ¶ 17.c.iii; Rose Decl., ¶ 20).

23 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
24 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
25 thereafter, shall be canceled. (Settlement Agreement, ¶ 23; Rose Decl., ¶ 21). The Settlement
26 Administrator will send one (1) reminder postcard to all Settlement Class Members and PAGA
27 Members who have not cashed their Individual Settlement Payment or Individual PAGA Payment
28 check within thirty (30) calendar days prior to the 180-day deadline. (Settlement Agreement, ¶ 23;

1 Rose Decl., ¶ 21). Any funds associated with canceled checks will be distributed by the Settlement
2 Administrator after the 180-day deadline to California Rural Legal Assistance, Inc. (the proposed *cy*
3 *pres*) pursuant to California Code of Civil Procedure section 384(b). (Settlement Agreement, ¶ 23;
4 Rose Decl., ¶ 21). The Parties and their counsel each represent that they do not have any financial
5 interest in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a
6 conflict of interest. (Settlement Agreement, ¶ 23; Rose Decl., ¶ 21).

7 Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiffs and
8 all Settlement Class Members fully release and discharge the Released Parties from all claims under
9 state, federal, and local law that were or could have been reasonably asserted based on the facts and
10 allegations made in the Operative Complaint, arising during the Class Period, including, claims arising
11 under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174(d), 1194,
12 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, and 2802, California Industrial Welfare Commission Wage
13 Orders, California Code of Regulations, Civil Code section 1021.5, and all claims for or related to
14 Defendants' alleged failure to pay minimum, overtime, or double time wages, properly calculate the
15 regular rate of pay, timely pay wages at separation, reimburse necessary business expenses, provide
16 accurate wage statements, pay for all hours worked due to rounding of employee timekeeping
17 records, keep adequate time records, provide meal periods and meal period premiums, and provide
18 rest periods and rest period premiums, claims for unfair competition, unfair business practices,
19 unlawful business practices, and fraudulent business practices in violation of California Business
20 and Professions Code sections 17200 *et seq.*, and claims for declaratory relief, statutory penalties,
21 interest, attorneys' fees and costs, as well as all other claims and allegations alleged in the
22 Operative Complaint (collectively, "Released Class Claims"). (Settlement Agreement, ¶ 27).
23 Expressly excluded from the Released Class Claims are claims for retaliation, discrimination,
24 unemployment insurance, disability, workers compensation, and claims outside the Class Period.
25 (Ibid).

26 Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiffs, the
27 State of California with respect to all PAGA Members, and all PAGA Members fully release and
28 discharge the Released Parties from all claims for civil penalties under PAGA that were or could have

1 been reasonably asserted based on the facts and allegations made in the Operative Complaint and/or
2 LWDA Letters, arising during the PAGA Period, including claims arising under California Labor
3 Code sections 98.6, 201, 201.3, 202, 203, 204, 210, 216, 223, 225.5, 226, 226.7, 227.3, 232, 233,
4 234, 245-248.5, 246, 247.5, 248.2, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174,
5 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2698 *et seq.*, 2800, 2802, 2810.5, 3366,
6 3457, 6401, and 8397.4, as alleged in the Operative Complaint and/or the LDWA Letters, and the
7 California Industrial Welfare Commission Wage Orders based on the facts alleged in the Operative
8 Complaint and/or the LWDA Letters (collectively, “Released PAGA Claims”). (*Id.*, ¶ 28).

9 Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiffs agree
10 to generally release the Released Parties from any and all claims, whether known or unknown, under
11 all federal, state, and local statutes, and federal and state common law (including but not limited to
12 those for contract, tort, and equity), except for workers’ compensation claims and claims that cannot
13 be released hereunder by law. (*Id.*, ¶ 29). Plaintiffs acknowledge the language of Section 1542 of the
14 California Civil Code, which provides:

15 A general release does not extend to claims that the creditor or releasing
16 party does not know or suspect to exist in his or her favor at the time of
17 executing the release and that, if known by him or her, would have
18 materially affected his or her settlement with the debtor or released
19 party.

20 Plaintiffs expressly waive the protection of Section 1542. (*Ibid.*). Plaintiffs understand and
21 agree that claims or facts in addition to or different from those which are now known or believed by
22 them to exist may hereafter be discovered. (*Ibid.*). It is Plaintiffs’ intention to settle fully and release
23 all of the claims, except for workers’ compensation claims and claims that cannot be released
24 hereunder by law, Plaintiffs now have against the Released Parties, whether known or unknown,
25 suspected or unsuspected. (*Ibid.*). This release covers claims up to the date of execution of the
26 Settlement. (*Ibid.*).

27 The “Released Parties” means (i) Defendants; (ii) each of Defendants’ respective past, present
28 and future parents, subsidiaries, partners, affiliates, brands, and any affiliated and/or related
corporation, limited liability company, partnership, or other business entity; (iii) their past, present and
future board members, directors, officers, agents, exempt employees, attorneys, insurers, members,

1 partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries,
2 benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any
3 individual or entity which could be jointly liable with any of the foregoing. (*Id.*, ¶ pg.1).

4 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

5 ILYM has taken all necessary steps to effectuate the notice and settlement administration
6 process, as set forth in the Preliminary Approval Order.

7 On February 4, 2025, ILYM received the Court approved text for the Class Notice from Class
8 Counsel. (ILYM Decl., ¶ 4). ILYM prepared a draft of the formatted Class Notice, which was
9 approved by the Parties' counsel prior to mailing. (*Ibid.*).

10 On February 20, 2025, ILYM received the class data file from counsel for Defendants, which
11 contained the full name, last known mailing address, last known telephone number, Social Security
12 number, dates worked from April 30, 2019 through September 29, 2024, dates worked from July 3,
13 2023 through September 29, 2024, and dates worked from April 30, 2019 through the date on which
14 the Court granted preliminary approval of the Settlement for each Class Member and PAGA Member
15 (collectively, "Class Member Information"). (*Id.*, ¶ 5). The data file was uploaded to ILYM's
16 database and checked for duplicates and other possible discrepancies. (*Ibid.*). The Class Member
17 Information contained 1,675 individuals identified as Class Members who worked 91,207 Workweeks
18 during the Class Period and 1,363 individuals identified as PAGA Members who worked 42,085
19 PAGA Workweeks during the PAGA Period. (*Ibid.*). Accordingly, the Escalator Clause of the
20 Settlement Agreement was not triggered. (*Ibid.*). Additionally, pursuant to the Escalator Clause of the
21 Settlement Agreement, Defendants had the option to end the Class Period and PAGA Period on the
22 date that the Court granted preliminary approval of the Settlement, provided Defendants would
23 increase the Maximum Settlement Amount by a proportional amount for the percentage of workweeks
24 above the number of workweeks that existed as of September 29, 2024. (*Ibid.*). Defendants chose not
25 to exercise that option. (*Ibid.*).

26 As part of the preparation for mailing, all 1,675 names and addresses contained in the Class
27 Member Information were then processed against the National Change of Address ("NCOA")
28 database, maintained by the United States Postal Service ("USPS"), for purposes of updating and
confirming the mailing addresses of the Class Members and PAGA Members before mailing of the

1 Class Notice. (*Id.*, ¶ 6). The NCOA contains requested change of addresses filed with the USPS.
2 (*Ibid*). To the extent that an updated address was found in the NCOA database, the updated address
3 was used for the mailing of the Class Notice. (*Ibid*). To the extent that no updated address was found
4 in the NCOA database, the original address provided by counsel for Defendants was used for the
5 mailing of the Class Notice. (*Ibid*).

6 On March 17, 2025, the Class Notice was mailed, via U.S. First Class Mail, to all 1,675
7 individuals contained in the Class Member Information. (*Id.*, ¶ 7). As of the date of this Motion, 74
8 Class Notices have been returned to ILYM as undeliverable. (*Ibid*). ILYM performed a computerized
9 skip trace on the 74 returned Class Notices that did not have a forwarding address, in an effort to obtain
10 an updated address for the purpose of re-mailing the Class Notice. (*Ibid*). As a result of this skip
11 trace, 56 updated addresses were obtained and the Class Notices were promptly re-mailed to those
12 Class Members, via U.S First Class Mail. (*Ibid*). As of the date of this Motion, a total of 18 Class
13 Notices have been deemed undeliverable as no updated address was found, notwithstanding the skip
14 tracing. (*Ibid*).

15 Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the
16 Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute
17 (“Response Deadline”). (Settlement Agreement, ¶ 22). The Response Deadline is May 1, 2025.
18 (ILYM Decl., ¶¶ 9-11). The Settlement Administrator did not receive any Requests for Exclusion,
19 Notice of Objections, and/or Workweeks Disputes. (*Ibid*).

20 The estimated average gross Individual Settlement Share is \$2,311.70, the estimated highest
21 gross Individual Settlement Share is \$10,910.67, and the estimated lowest gross Individual Settlement
22 Share is \$42.45, the estimated average Individual PAGA Payment is \$73.34, the estimated highest
23 Individual PAGA Payment is \$159.20, and the estimated lowest Individual PAGA Payment is \$2.38.
24 (*Id.*, ¶¶ 14 & 14).¹

25 V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA

26
27

28 ¹ The actual average, highest, and lowest Individual Settlement Shares will be larger than the amounts stated in the ILYM 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 \$22,000 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$3,512.23 will be part of the Net Settlement Amount).

1 On December 18, 2024, Class Counsel submitted a copy of the Settlement Agreement to the
2 LWDA through its online submission portal in compliance with California Labor Code § 2699(1)(2).
3 (Rose Decl., ¶ 22). The LWDA has not objected or otherwise responded to the submissions. (Ibid).

4 VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL

5 A. The Legal Standard for Final Approval

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

23 B. The Settlement Should be Finally Approved

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

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

2 Courts typically assess the status of discovery in determining whether a class action settlement
3 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
4 Defendants produced a random sampling of putative class members' time and pay data as well as
5 Defendants' relevant wage and hour policies, and information regarding the total number of putative
6 class members, the number of current versus former employees, the total workweeks worked by the
7 putative class members, and the average rate of pay for the putative class members. (Rose Decl., ¶
8 24). This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and
9 weaknesses of the claims and the potential class-wide damages. (Ibid). Plaintiffs' investigation was
10 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996)
11 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-
12 130 ("Dunk/Kullar").

13 Based on the information exchanged, the Parties extensively briefed issues regarding class
14 certification and liability and provided their analyses to the Mediator who helped the Parties debate
15 the strengths and weakness of their respective positions. (Rose Decl., ¶ 25). At all times, Plaintiffs
16 were willing and prepared to litigate this matter through class certification and trial if the Parties had
17 been unable to reach a favorable resolution. (Ibid). Additionally, settlement negotiations were
18 conducted by highly capable and experienced counsel. (Ibid). Class Counsel are respected members
19 of the California State Bar with strong records of vigorous and effective advocacy and are experienced
20 in handling complex wage and hour class action litigation. (Rose Decl., ¶ 34). Accordingly, Class
21 Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

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

1 the proposed settlement.” (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

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

6 Class Counsel is aware of Defendants’ defenses and arguments and have also taken into
7 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
8 inherent in such litigation, including those involved in class and/or representative adjudication. (*Rose*
9 *Decl.*, ¶ 27). Plaintiffs further recognize the burdens of proof necessary to establish liability for the
10 claims asserted in the Action, Defendants’ defenses, and the difficulties in establishing entitlement to
11 monetary recovery. (*Ibid.*). Plaintiffs have also considered the Parties’ settlement discussions, as well
12 as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and
13 employment matters. (*Ibid.*).

14 Defendants denied and continue to deny any liability and wrongdoing of any kind associated
15 with the claims alleged in the Action, and further deny that class certification is appropriate for any
16 purpose other than the Settlement. (*Id.*, ¶ 30). Defendants believe that they would ultimately prevail
17 in the Action. (*Ibid.*). Defendants proffered defenses to both certification and to the merits of
18 Plaintiffs’ claims. (*Ibid.*). Defendants contended that Plaintiffs’ claims are not suitable for class
19 certification because individual issues would predominate should this case go to trial. (*Ibid.*). As with
20 all class actions, these complex cases raise difficult management and proof issues and, accordingly,
21 there is a significant risk that the Court may deny class certification. (*Ibid.*).

22 Class Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving
23 the amount of wages due to each Class Member would be an expensive, time-consuming, and
24 extremely uncertain proposition. (*Id.*, ¶ 29). In order to prove liability and damages, Class Counsel
25 would need to request and analyze thousands of pages of documents, obtain the Class Members’
26 contact information, contact them, and obtain declarations at great expense. (*Ibid.*). Obtaining the
27 cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution
28 of a lawsuit against a current employer. (*Ibid.*). On the other hand, Defendants would likely be able

1 to obtain the cooperation of their employees. (Ibid). Moreover, even if Plaintiffs prevailed at class
2 certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

3 In light of the Parties' respective legal positions and the risks of continued litigation, the
4 Maximum Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and
5 reasonable. (*Id.*, ¶ 30).

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

8 Class Counsel seeks thirty-five percent (35%) of the Maximum Settlement Amount (i.e.,
9 \$2,336,250.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
10 expenses totaling Eighteen Thousand Four Hundred Eighty-Seven Dollars and Seventy-Seven Cents
11 (\$18,487.77) incurred in the prosecution of this matter. (Rose Decl., ¶ 31). The requested fees and
12 costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation
13 on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for
14 the Class Members. (Ibid).

15 **A. Plaintiffs' Fee Request of Thirty-Five Percent (35%) of the Maximum**
16 **Settlement Amount is Proper Under the Common Fund Doctrine**

17 Courts have long recognized the "common fund" or "common benefit" doctrine, under which
18 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
19 costs to be paid out of the fund. (*See Serrano v. Priest* ("*Serrano III*") (1977) 20 Cal.3d 25, 34,
20 quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees'*
21 *Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995)
22 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric*
23 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

24 The California Supreme Court has held that, "when a number of persons are entitled in
25 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
26 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys' fees
27 out of the fund." (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D'Amico*, 11 Cal.3d 1; *see also Boeing,*
28 *supra*, 444 U.S. at 478 ("[A] lawyer who recovers a common fund for the benefit of persons other than

1 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills, supra*,
2 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
3 actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3
4 explains the common fund doctrine as follows:

5 Where the lawsuit results in the recovery of a fund or property benefiting
6 others as well as plaintiff (e.g., a class action), the court has inherent
7 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.

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

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

16 Whatever doubts may have been created by *Serrano III*, *supra*, 20 Cal.3d 25, [], or the
17 Court of Appeal cases that followed, we clarify today that use of the percentage method
18 to calculate a fee in a common fund case, where the award serves to spread the attorney
19 fee among all the beneficiaries of the fund, does not in itself constitute an abuse of
20 discretion. We join the overwhelming majority of federal and state courts in holding
21 that when class action litigation established 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
23 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.

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

25 In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme Court stated:
26 “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others derive
27 benefits may require those passive beneficiaries to bear a fair share of the litigation costs.” Similarly,
28 in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme

1 Court recognized that the common benefit doctrine has been applied “consistently in California when
2 an action brought by one party creates a fund in which other persons are entitled to share.”

3 Numerous appellate courts have similarly found. (*See e.g., Knoff v. City and County of San*
4 *Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of
5 attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers);
6 *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly
7 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
8 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
9 compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556,
10 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property
11 in an inverse condemnation action)).

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

23 A fee of thirty-five percent (35%) of the Maximum Settlement Amount (i.e., \$2,336,250.00)
24 is easily within the range of reasonableness. Historically, courts have awarded percentage fees in the
25 range of 20% to 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*,
26 723 F. Supp. at 1378). According to Professor Newberg: “No general rule can be articulated on what
27 is a reasonable percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a
28 reasonable fee award from a common fund, in order to assure that fees do not consume a

disproportionate part of the recovery obtained for the class, though somewhat larger percentages are not unprecedented.” (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel’s requested fee is reasonable and falls well within the historical range of attorney’s fee awards under the common fund theory. Based on Class Counsel’s showing of reasonableness, the Court should approve the requested fees pursuant to the common fund approach.

B. The Circumstances of this Case Support a Thirty-Five Percent (35%) Fee Award

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

No one expects a lawyer whose compensation is contingent on the success of his services to charge, when successful, as little as he would charge a client who in advance of the litigation has agreed to pay for his services, regardless 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.

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

C. The Contingent Nature of This Matter

From the outset of the Action to the present, prosecution of this matter has involved significant financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this matter with no guarantee of success. The risks of this matter are apparent in that class certification would likely have been a hard-fought issue, especially given the uncertainty regarding certification of cases such as this. Moreover, even if class certification were granted over Defendants’ opposition, there was no assurance that Plaintiffs would succeed at trial. (Rose Decl., ¶¶ 26-29). Despite such challenges, Class Counsel was able to persuade Defendants that they faced significant liability exposure such that it was willing to pay \$6,675,000.00 to settle the Class Members’ claims.

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

Class Counsel has substantial experience in wage-and-hour and other class action litigation, including litigation involving the legal issues in this matter. (Rose Decl., ¶ 34). Class Counsel’s skill in developing a factual record and convincing Defendants of their litigation exposure under California

1 law was essential to achieving the Settlement. Through its skill and reputation, Class Counsel was
2 able to obtain a settlement that provides an outstanding result for Class Members. (*See generally* Rose
3 Decl.).

4 **E. The Results Achieved**

5 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'
6 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the
7 absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of
8 which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class
9 Members will be paid, on average, approximately \$2,311.70 each, which is intended to compensate
10 them for the alleged wage and hour violations they suffered during their employment. (Rose Decl., ¶
11 19). This is a significant benefit for the Settlement Class Members here as it represents a recovery for
12 highly disputed claims. Equally important is the fact that the State of California will receive
13 \$300,000.00 for enforcement of labor laws and education of employers. (*Id.*, ¶ 41).

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

20 **F. Preclusion of Other Employment**

21 As California law recognizes, Class Counsel's commitment to this litigation should not be
22 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
23 attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See*
24 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
25 additional work that was available, and which Class Counsel had to forego in order to devote the time
26 necessary to pursue this litigation. (Rose Decl., ¶ 33).

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

2 Fee calculations under the lodestar method would result in a similar award, demonstrating the
3 fairness of Class Counsel’s percentage fee request. Under the lodestar method, a base fee amount is
4 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
5 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
6 various factors. (*Serrano 111, supra*, 20 Cal.3d at 48). Class Counsel’s hourly rates are summarized
7 in the Rose Decl. at ¶¶ 34-35.

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

19 Class Counsel has spent approximately 730.10 total hours litigating these claims to date.²
20 (Rose Decl., ¶ 35). Class Counsel expects to spend another 10 hours in connection with the final
21 approval process (including preparing for and attending the Final Approval Hearing, and managing
22 the Settlement through its conclusion, including anticipated communications with defense counsel, the
23 Settlement Administrator, our clients, and Class Members). (*Id.*, ¶ 36). In addition to time spent
24 during litigation, reasonable hours also include the time spent before the Action was filed, including
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, Plaintiffs present 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 time spent interviewing the clients, investigating the facts and the law, preparing the initial pleadings,
2 as well as litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award
3 should include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982)
4 32 Cal .3d 621, 639 ("Serrano IV")). Based on the rates of Class Counsel, the total fees incurred to
5 date are \$637,559. (Rose Decl., ¶ 35). By the conclusion of this matter, the total fees are estimated
6 to be approximately \$648,059. (*Id.*, ¶ 36).

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

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

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

28 Given the unique reliance of our legal system on private litigants to enforce
substantive provisions of law through class and derivative actions, attorneys
providing the essential enforcement services must be provided incentives

1 roughly comparable to those negotiated in the private bargaining that takes
2 place in the legal marketplace, as it will otherwise be economic for
3 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.

4 In the class action context, that would mean attempting to award the fee that
5 informed private bargaining, if it were truly possible, might have reached.
6 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.

7
8 (*Lealao*, 82 Cal.App.4th at 47-48 (internal citations and quotations omitted)). The court added:

9 [T]rial judges need the flexibility *Serrano III* provides, as it enables them to
10 relate fee awards to the economic realities that determine the efficacy of the
private enforcement contemplated by our civil justice system.
11 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
12 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.

13 (*Id.* at 49-50).

14 In looking at similar cases, including those set forth above, Class Counsel's requested fee
15 comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the
16 collective hours worked in this matter, the requested fee award would represent a modest multiplier
17 3.67 of the current total fee lodestar. In this regard, Class Counsel's fee request is reasonable.

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

19 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
20 clearly disclosed to each Class Member in the Court-approved Class Notice. (Rose Decl., ¶ 38; *See*
21 *also*, ILYM Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to
22 the request for attorneys' fees. (ILYM Decl., ¶ 10). It is fair to conclude that the Class approves
23 of/does not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's
24 request for (35%) of the Maximum Settlement Amount, equaling Two Million Three Hundred Thirty-
25 Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$2,336,250.000), should be granted.

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1 **I. Plaintiffs’ Cost Request is Reasonable**

2 Class Counsel seeks reimbursement of a total amount of Eighteen Thousand Four Hundred
3 Eighty-Seven Dollars and Seventy-Seven Cents (\$18,487.77) in costs and expenses in this matter,
4 which includes reasonable future costs for filing the Motion. (Rose Decl., ¶ 37 & Exh. D). All costs
5 and expenses were reasonably incurred in prosecution of this matter.

6 **VIII. THE REQUESTED ENHANCEMENT AWARDS TO PLAINTIFFS ARE**
7 **REASONABLE**

8 The named Plaintiffs should be awarded Enhancement Awards in the amount of Ten Thousand
9 Dollars and Zero Cents (\$10,000.00) each (total, \$30,000.00) for their services as the Class
10 Representatives and the risks in connection with that role. (Rose Decl., ¶ 39). Enhancement awards
11 in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are
12 higher. (Ibid). Often, multiple class representatives receive awards in the above range. (*See e.g.*,
13 *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an
14 enhancement request of \$10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142
15 F.3d 1004, 1016 (7th Cir. 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir.
16 1974) [“We also think there is something to be said for rewarding those drivers who protect and help
17 to bring rights to a group of employees who have been the victims of discrimination.”]). Here, the
18 requested Enhancement Awards are modest, reasonable, and should be approved.

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

27 The requested awards for Plaintiffs are also reasonable given the financial and personal risk
28 they took in commencing this matter, and in light of the benefits that their actions have conferred upon
the Class. (Hale Decl., ¶ 7; Gilbert Decl., ¶ 7; Hernandez Decl., ¶ 7; *See also Van Vranken v. Atl.*

1 *Richfield Co.* (N.D.Cal. 1995) 901 F.Supp. 294, 299-300). Additionally, in considering a requested
2 class representative enhancement award, courts take into consideration a plaintiff's reasonable fear of
3 retaliation. (*Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 977). Here, it is easy to see that a
4 potential future employer could expend little effort to discover Plaintiffs brought the lawsuit – and
5 based thereon, decline to offer Plaintiffs employment.

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

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

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1 **IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
2 **REASONABLE**

3 In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved,
4 Settlement Administration Costs not to exceed Twenty Thousand Dollars and Zero Cents
5 (\$20,000.00). (Rose Decl., ¶ 40). ILYM is the approved Settlement Administrator. (Ibid). It is an
6 experienced class administrator and has adequately performed the administration tasks required by the
7 Preliminary Approval Order. ILYM's *actual* costs to administer the Settlement are only Fourteen
8 Thousand Six Hundred Fifty Dollars and Zero Cents (\$14,650.00). (ILYM Decl., ¶ 15 & Exh. B).
9 Based thereon, the requested costs should be approved.

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

11 Pursuant to California Labor Code Section 2699(1), the Superior Court shall review and
12 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
13 § 2699(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
14 should be approved. As part of the Settlement, Defendants have agreed to pay Four Hundred Thousand
15 Dollars and Zero Cents (\$400,000.00) to settle the claims of the PAGA Members brought pursuant to
16 PAGA, of which the payment of Three Hundred Thousand Dollars and Zero Cents (75% of the PAGA
17 Amount) will be paid to the LDWA for education and enforcement purposes. (Rose Decl., ¶ 41).

18 It is extremely common in approved wage and hour class action cases that settle that only a
19 small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to
20 class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
21 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
22 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
23 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
24 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
25 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
26 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
27 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
28 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
\$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*

1 LLC (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
2 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]]. Like here,
3 in these approved settlements, the parties generally maximized statutory penalties and minimized
4 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
5 California Labor Code violations. (Rose Decl., ¶ 42).

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

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

20 The Class Notice approved by the Court met these requirements: it identified the Parties and
21 described the Action, the Class, the Maximum Settlement Amount, the proposed method for
22 distribution of the Maximum Settlement Amount, the amounts proposed to be paid as the Enhancement
23 Awards to Plaintiffs, the Settlement Administration Costs to the Settlement Administrator, and the
24 Attorneys' Fees and Costs to Class Counsel. (Rose Decl., ¶ 43; *see also* ILYM Decl., Exh. A thereto).
25 The Class Notice described the proposed Settlement with enough specificity to allow each Class
26 Member to make an informed choice whether to accept and participate in it. (*Ibid*). It also explained
27 how and when Class Members may object to or opt out of the Class Settlement. (*Ibid*). Finally, the
28 Class Notice provided the date for the hearing on final approval of the Settlement and informed Class

Members how to obtain additional information about the Settlement. (Ibid).

XII. CONCLUSION

For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested attorneys' fees to Class Counsel of \$2,336,250.00; (2) the requested reimbursement of actual costs and expenses to Class Counsel of \$18,487.77; (3) the requested Enhancement Awards to Plaintiffs of \$30,000.00; and (4) the requested Settlement Administration Costs to the Settlement Administrator of \$14,650.00; and permit the filing of a memorandum that exceeds the page limit.

Respectfully submitted,

Dated: April 29, 2025

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