D.LAW, INC.
Roman Shkodnik (SBN 285152)
Emma Geesaman (SBN 352715)
Enoch J. Kim (SBN 261146)
Arianna N. Razi (SBN 356930)
250 N. Madison Avenue, 2nd Floor
Pasadena, CA 91101-1639
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
Emails: r.shkodnik@d.law, e.geesaman@d.law, e.kim@d.law, a.razi@d.law

Attorneys for Plaintiff JENNIFER REYES,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JENNIFER REYES, on behalf of herself and others similarly situated, Plaintiff, vs. RESONETICS, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No.: 37-2023-00041280-CU-OE-CTL CLASS ACTION Assigned For All Purposes To: Honorable Michael D. Washington Dept: C-73 **NOTICE OF MOTION AND PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** Date: December 4, 2026 Time: 9:00 a.m. Dept.: C-73 Original Complaint Filed: September 21, 2023 First Amended Complaint Filed: October 8, 2024 Trial Date: None Set

PLEASE TAKE NOTICE that on December 4, 2026, at 9:00 a.m. in Department C-73 of the above-entitled Court, located at 330 W. Broadway, San Diego, California 92101, Plaintiff Jennifer Reyes ("Plaintiff"), on behalf of herself and all persons similarly situated, will and hereby does move this Court pursuant to California Code of Civil Procedure § 382 and California Rule of Court, Rule 3.769 for an order of final approval of the class action settlement, which will accomplish the following: certify the Class for settlement purposes only; approve the class action settlement embodied in the parties' Class Action and PAGA Settlement Agreement and Second Amendment to Class and PAGA Action Settlement Agreement (together, "Settlement Agreement" or "Settlement"); confirm Plaintiff as the Class Representative; confirm the appointment of Class Counsel; approve the Class Representative Service Payment to the Class Representative; approve Class Counsel's application for attorney's fees and litigation costs; and enter judgment approving the class action settlement.

Pursuant to Labor Code § 2699.3(b)(4), the parties also seek approval of the proposed Settlement's allocation of funds to claims made under the Private Attorneys General Act of 2004 ("PAGA").

The grounds for this Motion, as set forth in the attached memorandum of points and authorities and supporting declarations, are that this is a fair and reasonable Settlement that benefits the Class and was the product of informed, non-collusive negotiations by Parties who were represented by experienced and able counsel. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996); Manual for Complex Litigation, (Second), § 30.44 (1985).

///

///

///

///

///

///

///

///

Plaintiff bases this Motion on this Notice and the accompanying Memorandum of Points and Authorities, the Declarations of Enoch J. Kim, Jennifer Reyes, and Madely Nava from Apex Class Action, LLC, the complete pleadings, records and files in the case, and such other further oral and documentary evidence which may be submitted at or before the hearing on this Motion.

DATED: November 5, 2026

D.LAW, INC.

By: _____

Enoch J. Kim
Arianna N. Razi
Attorneys for Plaintiff JENNIFER REYES, on behalf of herself and others similarly situated

TABLE OF CONTENTS

I. INTRODUCTION 1

A. PROCEDURAL HISTORY 1

1. Plaintiff's Claims 1

2. Plaintiff's Investigation 2

B. MEDIATION 2

C. THE TERMS OF THE SETTLEMENT 3

D. NOTICE TO THE CLASS MEMBERS 3

II. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT 4

A. CRITERIA FOR SETTLEMENT APPROVAL 4

B. THE SETTLEMENT AGREEMENT FULFILLS ALL FINAL APPROVAL CRITERIA 5

1. The Settlement Follows Substantial Investigation and Discovery and Is the Product of Serious, Informed, Non-Collusive Negotiations in Which Parties Were Represented By Experienced Counsel. 5

2. The Settlement is Reasonable and Therefore Falls within the Range of Approval by this Court. 5

3. Class Members Received The Best Practicable Notice. 6

4. Zero Class Members Have Objected to the Settlement and Zero Class Members Have Opted Out of the Settlement. 6

5. The Service Payment to Plaintiff Is Reasonable and Fair 7

6. The Payment of Attorneys' Fees Is Reasonable and Therefore Falls within the Range of Approval by the Court. 8

(i) The Requested Award of Attorneys' Fees Is Justified Based on the Percentage-of-the-Benefit Method. 8

(ii) The Requested Award of Attorneys' Fees Is Also Justified Based on the Lodestar Method. 9

(iii) The Requested Costs Award Is Reasonable..... 10

III. CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES IS APPROPRIATE..... 11

A. THE LEGAL STANDARD..... 11

B. ALL OF THE CRITERIA FOR CERTIFICATION OF THE SETTLEMENT CLASS ARE SATISFIED. 11

1. The Class Is Ascertainable. 11

2. The Numerosity Requirement Is Satisfied. 12

3. Common Issues of Law and Fact Predominate over Any Individual Issues. 12

4. Plaintiff's Claims Are Typical. 13

5. Plaintiff and Class Counsel Adequately Represent the Class. 13

6. Class Treatment Is Superior to the Alternatives 14

IV. THE COURT SHOULD GRANT FINAL APPROVAL OF THE PAGA ACTION SETTLEMENT……..14

V. CONCLUSION……15

TABLE OF AUTHORITIES

Cases

Amaro v. Anaheim Arena Management, LLC (2021) 69 Cal.App.5th 521 14

Amchem Prods. v. Windsor (1997) 521 U.S. 591 14

Sav-on Drug Stores, Inc. v. Superior Court (2004) 34 Cal.4th 319 12

B.W.I. Custom Kitchens v. Owens-Illinois, Inc. (1987) 191 Cal.App.3d 1341 13

Abate v. Pittsburgh Plate Glass Co. (1974) 419 U.S. 900 7

Barile v. Boston Market Corporation, Case No.: 05 CV 1360 BTM (JMA 9

Bihun v. AT&T Information System (1993) 13 Cal.App.4th 976 10

Bogosian v. Gulf Oil Corp. (E.D. Pa. 1985) 621 F. Supp. 27 7

Bryan v. Pittsburgh Plate Glass Co. (PPG Industries, Inc.) (W.D. Pa. 1973) 59 F.R.D. 61 7

Bushnell v. Cremar, Inc. (OCSC Case No. 657778) 9

Cartt v. Superior Court, 50 Cal. App. 3d 960, 973-74 (1975) 6

Cho v. Seagate Tech. Holdings, Inc., 177 Cal.App.4th 734 6

Chu v. Wells Fargo Invest. LLC (N.D. Cal. Feb. 16, 2011) 2011 WL 672645 15

Class Plaintiffs v. City Of Seattle (9th Cir. 1992) 955 F.2d 1268 4

Classen v. Weller (1983) 145 Cal.App.3d 27 13

Clothesrigger, Inc. v. GTE Corp. (1987) 191 Cal. App.3d 605 12

Crandall v. U-Haul Corporation (2001) Los Angeles Super. Ct. Case No. BC 178775 9

Daar v. Yellow Cab Co.(1967) 67 Cal. 2d 695 11

Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794 4

Eisen v. Carlisle & Jacquelin, 417 U.S. 156 6

Eleven Owners for Franchising v. Southland Corp. (2000) 85 Cal. App.4th 224 7

Gen'l Tel. Co. of Southwest v. Falcon (1982) 457 U.S. 147 12

Green v. Obledo, 29 Cal. 3d 126, 145-46 (1981) 6

Haitz v. Meyer, et.al., Alameda County Superior Court, 8-20-1990 No. 572968-3 9

Hanlon v. Chrysler Inc. (9th Cir. 1998) 150 F. 3d 1011 ..... 5, 7, 12, 14

Hicks v. Toys 'R' Us–Delaware, Inc., (C.D. Cal. Sept. 2, 2014) 2014 WL 4703915 15
Hicks v. Kaufman & Broad Home Corp. (2001) 89 Cal.App.4th 908 12
In re Cellphone Fee Termination Cases, 186 Cal.App.4th 1380 6
In re Vitamin Cases, 107 Cal. App. 4th 820 (2003) 6
Kirkorian v. Borelli, (N.D. Cal.1988)695 F. Supp. 446 5
Laffitte v. Robert Half Intern. Inc. (Aug. 11, 2016) 205 Cal.Rptr.3d 555, 573 ..... 8, 10
Linder v. Thrifty Oil Co. (2000) 23 Cal.4th 429 ..... 4, 11, 14
McGhee v. Crocker-Citizens Nat. Bank(1976) 60 Cal.App.3d 442 13
Miller v. Woods (1983) 148 Cal.App.3d 862 13
Moniz v. Adecco USA, Inc., (2021) 72 Cal.App.5th 56 15
Mullane v. Central Hanover Bank & Trust Company, 339 U.S. 306 (1950) 6
Nordstrom Com'n Cases (2010) 186 Cal.App.4th 576 15
Phillips Petroleum Co. v. Shutts, 472 U.S. 797, 811-12 (1985) 6
Richmond v. Dart Industries, Inc. (1981) 29 Cal.3d 462 11
Rippee v. Boston Market Corporation, Case No.: 05 CV 1359 BTM (JMA) 9
Rose v. City of Hayward (1981) 126 Cal.App.3d 926 11
Serrano v. Priest (1975) 20 Cal.3d 25 10
St. Marie v. Eastern RR Ass'n (S.D.N.Y. 1976) 72 F.R.D. 443 14
State v. Levi Strauss & Co. (1986) 41 Cal. 3d 460 4
Staton v. Boeing (9th Cir. 2003)327 F.3d 938 7
Stephens v. Montgomery Ward & Co., Inc. (1987) 193 Cal. App. 3d 411 13
Van Vranken v. Atlantic Richfield Co. (N.D. Cal. 1995) 901 7
Vasquez v. Superior Court, 4 Cal. 3d 800 6
Vulcan So. Of Westchester County, Inc. v. Fire Department of White Plains (S.D.N.Y. 1981) 505 F.Supp. 955 5
Wershba v. Apple Computer, Inc. (2001) 91 Cal. App 4th 224 4
Williams v. Brinderson Constructors (C.D. Cal. Feb. 6, 2017) 2017 WL 490901 15

Other Authorities

Labor Code § 2699(l)(2) 14

Newberg on Class Actions (4th ed. 2002) § 11.41 4

Newberg on Class Actions § 3.5 12

Newberg on Class Actions at § 12.46 7

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On June 8, 2026, this Court entered an Order Granting Motion for an Order (1) Preliminarily Approving the Class Action Settlement, (2) Approving Notice of Class Action Settlement, and (3) Setting Hearing for Final Approval ("Preliminary Approval Order") of the Parties' Class Action and PAGA Settlement Agreement and Second Amendment to Class and PAGA Action Settlement Agreement (together, "Settlement Agreement" or "Settlement") entered into by Plaintiff Jennifer Reyes ("Plaintiff") on behalf of all persons employed by Defendant Resonetics, LLC ("Defendant") (collectively, "the Parties") in California and classified as non-exempt hourly employees who worked for Defendant during the Class Period, which is the period from July 19, 2019 through July 21, 2024 ("Class Members" or "Class"). Under the Settlement, the wage and hour claims of 247 Class Members who did not opt out ("Participating Class Members") will be resolved for $835,749.85.

A. PROCEDURAL HISTORY

1. Plaintiff's Claims

On July 19, 2023, Plaintiff commenced a Class Action by filing a Complaint alleging ten causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Reimbursement of Necessary Expenditures Under Labor Code § 2802; (6) Violation of Labor Code § 226(a); (7) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (8) Penalties Pursuant to Labor Code § 203; (9) Violation of Business & Professions Code § 17200 *et seq*.; and (10) Failure to Make Proper Disclosure in Violation of the FCRA (the "Class Action"). (Declaration of Enoch J. Kim ("Kim Decl."), ¶ 3.) On August 23, 2023, Defendant filed its Notice of Removal to Federal Court Under 28 U.S.C. §§ 1332, 1441, 1446, and 1453 (CAFA). (*Id*.)

Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and California's Labor and Workforce Development Agency ("LWDA") by sending her PAGA Notice on July 19, 2023 (LWDA-CM-969517-23). (*Id.* at ¶ 4.) On September 21, 2023, Plaintiff filed a PAGA Representative Action for penalties under PAGA for: (1) Failure to Pay Minimum Wages;

(2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Reimbursement of Necessary Expenditures Under Labor Code § 2802; (6) Violation of Labor Code §§ 226(a), 1174; and (7) Violation of Labor Code §§ 203 and 204 (the "Action"). (Kim Decl., ¶ 5.) Plaintiff subsequently filed her First Amended Class Action Complaint ("Operative Complaint") in this Action, which added the claims alleged in the Class Action on October 8, 2024. (*Id*.)

2. Plaintiff's Investigation[1]

Before filing the lawsuit, Class Counsel investigated and researched the facts and circumstances underlying the pertinent issues and the law applicable thereto. This required thorough discussions and interviews between Class Counsel and Plaintiff, as well as preliminary research into the various legal issues involved in the case.

Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including (1) conducting formal and informal discovery and meeting and conferring with defense counsel about same; (2) reviewing and analyzing records and data, as well as employment-related policies; (3) reviewing Plaintiff's personnel file and other documentation; (4) interviewing Plaintiff regarding potential Class Members; (5) researching the applicable law and potential defenses; (6) constructing damage models based on interpretations of California law and the facts and numbers provided by Defendant; and (7) reviewing information provided by Defendant in response to formal and informal discovery and in advance of mediation.

B. MEDIATION

On May 23, 2024, the Parties participated in an all-day mediation with mediator Gail Glick, Esq., a respected and highly experienced mediator in wage and hour class actions. (Kim PA Decl., ¶ 14.) During mediation, counsel for Plaintiff and Defendant discussed all aspects of the case, including the risks of litigation and the risks to both of the Parties, as well as the law and how it applied to the facts of this case. (*Id*.) Following a full day of mediation, the Parties agreed to general settlement terms to resolve the lawsuit. (*Id.*)

[1] For a full discussion, *see* the Declaration of Enoch J. Kim in Support of Motion for Preliminary Approval of the Class Action Settlement ("Kim PA Decl."), previously filed herein.

C. THE TERMS OF THE SETTLEMENT

The amount available for distribution to Class Members who do not opt out of the Settlement is the Gross Settlement Amount of $835,749.85[2] less the following deductions: (1) Class Counsel Fees Payment of $278,583.28[3] to Class Counsel for attorneys' fees; (2) Class Counsel Litigation Expenses Payment of $14,134.96 for reimbursement of actual costs incurred; (3) up to $5,000.00 to the Class Representative for a service payment ("Class Representative Service Payment"); (4) $7,900.00 for the settlement administration ("Administration Costs"); and (5) PAGA Penalties consisting of $83,574.99[4], with 75% or $62,681.24 allocated to the LWDA, and 25% or $20,893.75 allocated to the Aggrieved Employees and distributed on a *pro rata* basis ("Individual PAGA Payment"). (Kim Decl., ¶ 8.)

D. NOTICE TO THE CLASS MEMBERS

Following the entry of the Preliminary Approval Order, the Parties directed Apex Class Action, LLC ("Apex") to send out the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice"). (*See* Kim Decl., ¶ 10; *see also* Declaration of Madely Nava ("Nava Decl."), ¶ 4.) The notice process occurred according to the Court's Preliminary Approval Order. Apex sent the Class Notices to the last-known address of each individual listed in the Class Data. (Nava Decl., ¶ 7.) Of the 247 individuals who were sent Class Notices, Apex received 30 returned Class Notices as undeliverable, and 21 Class Notices were re-mailed, with only 9 Class Notices deemed undeliverable. (Nava Decl., ¶¶ 8-9.) Here, the deadline for submitting a Request for Exclusion from Settlement, challenging the number of Workweeks and/or PAGA Pay Periods, and objecting to the Settlement was October 26, 2026. (Nava Decl., ¶¶ 11-13; Kim Decl., ¶ 12.) As of the deadline, **zero Class Members objected** to the Settlement, **zero challenged** the number of Workweeks and/or PAGA Pay Periods, and **zero opted out** of the Settlement. (*Id*.)

---

[2] As explained in the Declaration of Madely Nava filed concurrently herewith, the Class Data contained 247 Class Members who worked 26,228.75 Workweeks during the Class Period and 229 Aggrieved Employees who worked 8,011 PAGA Pay Periods during the PAGA period. The escalator clause was triggered pursuant to paragraph 8 of the Settlement Agreement because the total Workweeks exceeded the 20,820 threshold. Since Defendant elected to proportionally increase the Gross Settlement Amount by the Workweeks worked in excess of 20,820, the Gross Settlement Amount increased by $185,749.85, making the new Gross Settlement Amount $835,749.85.

[3] Pursuant to the escalator clause set forth in paragraph 8 of the Settlement Agreement, the Class Counsel Fees Payment is increased to $278,583.28, totaling one-third of the increased Gross Settlement Amount.

[4] Pursuant to the escalator clause set forth in paragraph 8 of the Settlement Agreement, since the escalator clause was triggered and Defendant elected to proportionally increase the Gross Settlement Amount by the Workweeks worked in excess of 20,820, the PAGA Penalties are increased to $83,574.99, totaling 10% of the increased Gross Settlement Amount.

II. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

Plaintiff requests the Court grant final approval not only because the settlement is fair but because public policy favors settlement over continued class-action litigation. *See, e.g., Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 434 ("Courts have long acknowledged the importance of class actions as a means to prevent a failure of justice in our judicial system."); *State v. Levi Strauss & Co.* (1986) 41 Cal. 3d 460, 471 ("[T]he consumer class action is an essential tool for the protection of consumers against exploitative business practices."); *Class Plaintiffs v. City Of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276 ("[S]trong judicial policy . . . favors settlements, particularly where complex class action litigation is concerned."); Conte & Newberg, *Newberg on Class Actions* (4th ed. 2002) § 11.41.

A. CRITERIA FOR SETTLEMENT APPROVAL

California Rule of Court 3.769 requires court approval of the settlement of class action lawsuits. Preliminary approval is merely the first of three steps that comprise the approval procedure for settlements of class actions. *See* Manual for Complex Litigation, Second §30.44 (1993); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The second approval step is the dissemination of notice of the settlement to all Class Members. *Id*. The third step is a final settlement approval hearing, at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement may be presented and Class Members may be heard. *Id.*

The first two stages have been completed here. Now, at the final approval stage, the decision facing the Court is whether the settlement is fair, adequate, and reasonable. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App 4th 224, 235. Among the relevant considerations in reaching this final determination are (1) the strength of plaintiff's case balanced against the benefits of the settlement, and (2) the complexity, expected duration, and expense of further litigation. *Id.; see also Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.

In evaluating the fairness of a settlement proposal, courts must give "proper deference to the private consensual decision of the parties," because "the Court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching

by, or collusion between, the negotiating parties." *Hanlon v. Chrysler Inc.* (9th Cir. 1998) 150 F. 3d 1011, 1027; *Dunk*, 48 Cal.App.4th, at 1801 ("Due regard should be given to what is otherwise a private consensual agreement between the parties.") Accordingly, the Court should take into account the informed recommendations of counsel and the Parties. *See Kirkorian v. Borelli,* (N.D. Cal.1988) 695 F. Supp. 446, 451 (the recommendation of experienced counsel carries significant weight in the court's determination of the reasonableness of the settlement); *Vulcan So. Of Westchester County, Inc. v. Fire Department of White Plains* (S.D.N.Y. 1981) 505 F.Supp.955, 967 (same). A presumption of fairness exists where (1) the settlement is reached through arm's-length bargaining, (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently, (3) counsel is experienced in similar litigation, and (4) the percentage of objectors is small. *Dunk, supra,* 48 Cal.App.4th at 1794.

B. THE SETTLEMENT AGREEMENT FULFILLS ALL FINAL APPROVAL CRITERIA

1. <u>The Settlement Follows Substantial Investigation and Discovery and Is the Product of Serious, Informed, Non-Collusive Negotiations in Which Parties Were Represented by Experienced Counsel.</u>

The Settlement is the result of extensive negotiations, conducted at arm's length, and informed by substantial factual and legal investigations. (Kim Decl., ¶ 7.) Throughout this case, Plaintiff and Class Members have been represented by experienced counsel. (Kim PA Decl., ¶¶ 3-8.)

Class Counsel have devoted a substantial amount of time on this case, including but not limited to researching various legal issues prior to and after filing this Action; drafting and reviewing pleadings; conducting formal and informal discovery; meeting and conferring with defense counsel; preparing for class certification; reviewing and analyzing the documents produced by Defendant; regularly communicating with Plaintiff; preparing for and attending mediation; negotiating and finalizing the Settlement Agreement, including several revisions thereof; drafting documents for preliminary and final approval; and coordinating and overseeing the administration of the Settlement. (Kim Decl., ¶ 38.)

2. <u>The Settlement is Reasonable and Therefore Falls within the Range of Approval by this Court.</u>

Significant in evaluating the foregoing $835,749.85 Settlement are the risks at trial (or an

appeal), as well as the costs of continuing the litigation. Defendant contends that the Class would not be able to establish its entitlement to relief it is seeking and promised to mount a vigorous defense. (Kim PA Decl., ¶¶ 26-48). On the other hand, Plaintiff believes that there is ample evidence to support the class allegations. (*Id*.) Under these circumstances, and in light of the risks inherent in further litigation, it was reasonable for Plaintiff and Class Counsel to elect to settle the action. Plaintiff appreciates that, in addition to the litigation risks of continued proceedings, the proceeding itself would be potentially complicated and expensive, and even if ultimately successful absent the settlement, Class Members might see no recovery until the lengthy appellate process is complete. In contrast, the Settlement provides immediate benefits to the Class.

3. Class Members Received the Best Practicable Notice.

California law vests the Court with broad discretion in fashioning an appropriate program to provide the best notice practicable.[5] *See Cartt v. Superior Court*, 50 Cal. App. 3d 960, 973-74 (1975); *In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1392 (2010); *Cho v. Seagate Tech. Holdings, Inc.*, 177 Cal.App.4th 734, 745-746 (2009); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985).[6] The content and method of notice should be designed to apprise the class members of the terms of the proposed settlement and of their rights to participate in, object to, or opt out of the settlement. *See Mullane*, 339 U.S. at 314; *In re Vitamin Cases*, 107 Cal. App. 4th 820, 828 (2003).

The Class Notice preliminarily approved by the Court met these requirements: it explained the nature of the litigation; the material terms of the Settlement; the amount of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment sought; how a Class Member could participate in, object to, or be excluded from the Settlement; and to whom to direct inquiries.

4. Zero Class Members Have Objected to the Settlement and Zero Class

[5] The California Supreme Court has authorized California's trial courts to use Federal Rule 23 and cases applying it for guidance in considering class issues. *See Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971); *Green v. Obledo*, 29 Cal. 3d 126, 145-46 (1981). Where appropriate, therefore, the parties cite Federal Rule 23 and federal case law in addition to California law.

[6] *See also Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 175-75 (1974) (individual notice must be sent to all class members who can be identified through reasonable efforts); *Mullane v. Central Hanover Bank & Trust Company*, 339 U.S. 306, 314 (1950) (best practicable notice is that which is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections").

Members Have Opted Out of the Settlement.

A presumption of fairness exists where the percentage of objectors and opt-outs is small. *7-Eleven Owners for Franchising v. Southland Corp.* (2000) 85 Cal. App.4th 224, 244; *Hanlon v. Chrysler Corporation* (9th Cir. 1998) 150 F.3d 1011, 1025-1026. As noted above, **zero Class Members objected** to the Settlement, **zero challenged** the number of Workweeks and/or PAGA Pay Periods, and **zero opted out** of the Settlement. (Nava Decl., ¶¶ 11-13; Kim Decl. ¶ 12.)

5. The Service Payment to Plaintiff Is Reasonable and Fair.

Class action settlements typically provide for an incentive or enhancement payment to the named plaintiff for bringing and helping to prosecute the action. Courts routinely approve these supplemental payments. *See Newberg on Class Actions* at § 12.46; *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294; *Bogosian v. Gulf Oil Corp.* (E.D. Pa. 1985) 621 F. Supp. 27 (award of $20,000.00 each to two class representatives in antitrust case); *Bryan v. Pittsburgh Plate Glass Co. (PPG Industries, Inc.)* (W.D. Pa. 1973) 59 F.R.D. 616, 617, *aff'd* 494 F.2d 799 (3d Cir.), *cert. denied* in *Abate v. Pittsburgh Plate Glass Co.* (1974) 419 U.S. 900. As the *Staton* court noted:

> [N]amed plaintiffs . . . are eligible for reasonable incentive payments. The district court must evaluate their awards individually, using relevant factors includ[ing] the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefited from those actions, . . . the amount of time and effort the plaintiff expended in pursuing the litigation . . . and reasonabl[e] fear[s] of workplace retaliation.

Staton v. Boeing (9th Cir. 2003) 327 F.3d 938, 977 (citation omitted).

The retaliation issue identified in *Staton v. Boeing* extends outside the immediate workplace. It is common knowledge that the modern-day workforce is quite mobile, with employees holding several jobs in a career during their lifetime. Few people want to confront their employers, let alone sue them. (Kim Decl., ¶ 50.) By suing her former employer, Plaintiff contends that she increased the risk of retaliation by prospective employers to which she may apply in the future. (*Id*.)

But Plaintiff did not allow her fear of the potential repercussions of being a Class Representative deter her from acting for the benefit of Class Members. (Kim Decl., ¶ 51.) She has devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this Action at every stage of the litigation. (*Id*.; *see also* Declaration of Jennifer Reyes filed on December 19, 2025 ("Reyes PA

Decl."), ¶¶ 9-10.) Plaintiff conferred with Class Counsel on numerous occasions to discuss every aspect of this case; provided information about Defendant and their wage-and-hour practices; reviewed and produced documents; monitored the progress of the litigation; took the time to apprise herself of the facts, issues, and law regarding the claims at issue, and spent time with Class Counsel discussing the terms of the Settlement and reviewing and executing the Settlement Agreement. (Kim Decl., ¶ 51.)

Plaintiff has diligently, adequately, and fairly represented Class Members and has not placed her interests above any member of the putative Class. (Kim Decl., ¶ 52.) Not only has Plaintiff's efforts been instrumental in generating a substantial benefit for Class Members, but—significantly—not a single Class Member has objected to the requested service payment. (Nava Decl., ¶ 12.) Plaintiff therefore respectfully requests the Class Representative Service Payment sought in the amount of $5,000.00 for her efforts and initiative in bringing and helping prosecute this Action. (Kim Decl., ¶ 54; Reyes PA Decl., ¶¶ 1-15.)

6. The Payment of Attorneys' Fees Is Reasonable and Therefore Falls within the Range of Approval by the Court.

(i) The Requested Award of Attorneys' Fees Is Justified Based on the Percentage-of-the-Benefit Method.

The California Supreme Court recently held that "when class action litigation establishes 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." *Laffitte v. Robert Half Intern. Inc.* (Aug. 11, 2016) 205 Cal.Rptr.3d 555, 573. Indeed, courts may use the "percentage method for its primary calculation of the fee award. The choice of a fee calculation method is generally one within the discretion of the trial court, the goal under either the percentage or lodestar approach being the award of a reasonable fee to compensate counsel for their efforts." *Id.*

The requested Class Counsel Fees Payment for attorneys' fees in this case consists of one-third of the Gross Settlement Amount (or $278,583.28). This percentage is commensurate with both the Settlement and Plaintiff's contingency fee agreement. (Kim Decl., ¶¶ 42-46.) The requested attorneys'

fees are fair and reasonable under California's fee-shifting jurisprudence.[7] And it is consistent with the percentage of the common fund awarded to counsel in cases similar in character and geographical location to this one. (*Id*.)

An award of attorneys' fees equivalent to one-third of the common fund is also below fees awarded in other wage and hour class action settlements. *See Crandall v. U-Haul* (Los Angeles County Sup.Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Sup.Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Sup.Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.,* Alameda County Sup. Court, 8-20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Sup. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiff's counsel in wage-and-hour class actions that had not proceeded to the class-certification stage. (Kim Decl., ¶ 46.)

The amount requested here will fairly compensate Class Counsel for their successful prosecution of this case, taking into account the quality, nature, and extent of counsel's efforts, the outstanding results achieved, the fact that no one objected to the fee amount, and the fact that the amount of fees for which approval is sought is less than legal precedent. Class Counsel's diligent, efficient, and creative pursuit of this matter positioned Plaintiff to settle this action successfully, affording redress to the entire Class and avoiding the inevitable expense and risk attendant to protracted litigation.

(ii) The Requested Award of Attorneys' Fees Is Also Justified Based on the Lodestar Method.

[7] Moreover, the Labor Code specifically provides for an award of attorneys' fees and costs for some of employees' claims. *See, e.g.*, Lab. Code § 226. Plaintiff is also entitled to an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5.

Although *Laffitte* makes it clear that a lodestar cross-check is not necessary, Class Counsel's lodestar calculation nevertheless also supports the requested attorneys' fees. First, a trial court must determine a baseline guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee award owing to the uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra,* 20 Cal.App.3d at 49.

Class Counsel charges rates commensurate with the prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling complex litigation. (Kim Decl., ¶ 17.) For this reason, the Court should approve the rates of Class Counsel as reasonable in conjunction with awarding the requested fees and any lodestar calculations it makes when evaluating the request.

Moreover, the *Serrano* factors all militate in favor of the requested fee award. (Kim Decl., ¶ 37.) This case raised a number of complex and contested issues, and Class Counsel exhibited skill and creativity in prosecuting and presenting them. (*Id.*)

Class Counsel has collectively incurred at least 223.6 hours of time and $189,775.40 in fees in this matter. (Kim Decl., ¶¶ 15, 34-36.) As such, Class Counsel's lodestar only requires a modest multiplier of 1.47, which is within the reasonable range approved in lodestar crosschecks. (Kim Decl., ¶¶ 34-36.)

(iii) The Requested Costs Award Is Reasonable

The preliminarily approved settlement calls for the payment of up to $25,000.00 for Class Counsel's costs. (Kim Decl., ¶ 48.) As of the date of the filing of this Motion, the actual total costs incurred in litigating this Action for Class Counsel are $14,134.96. (*Id.*) Class Counsel's incurred costs include, but are not limited to, filing fees (e.g. complaint, stipulation, motions), service of process, mediation fees, and attorney-service costs for court filings, all of which were necessarily and reasonably

incurred to prosecute this Action and achieve a settlement that significantly benefits the Class. (*Id.*) Thus, Class Counsel requests a reimbursement of their incurred costs in the amount of $14,134.96. (*Id.*)

III. CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES IS APPROPRIATE

The Class is defined in the Settlement Agreement as: "All persons employed by Defendant in California and classified as non-exempt hourly employees who worked for Defendant during the Class Period, which is the period from July 19, 2019 through July 21, 2024)." (Settlement Agreement, ¶¶ 1.5, 1.13.)

A. THE LEGAL STANDARD

Section 382 of the Code of Civil Procedure provides that "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all. Code Civ. Proc. § 382. Class certification under § 382 is appropriate when "(1) [t]here [is] . . . an ascertainable class; and (2) there [is] . . . a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented." *Daar v. Yellow Cab Co.*(1967) 67 Cal. 2d 695, 704 (citations omitted). The community-of-interest requirement itself embodies three factors: "(1) predominant questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470.

Any doubt as to the appropriateness of class treatment should be resolved in favor of class certification, subject to later modification if necessary. *Id*. at 473-475. The decision to certify a class is purely procedural and should be based on allegations in the operative complaint and not in the perceived factual or legal merit of the class claims. *Linder v. Thrifty Oil Co*. (2000) 23 Cal.4th 429, 439-441.

B. ALL OF THE CRITERIA FOR CERTIFICATION OF THE SETTLEMENT CLASS ARE SATISFIED.

1. <u>The Class Is Ascertainable.</u>

The class is readily ascertainable because all Class Members worked for Defendant within the relevant class period and have already been identified through Defendant's employee and payroll files.

(Kim PA Decl., ¶ 69(b).) *See Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 932 (finding that "[c]lass members are 'ascertainable' where they may be readily identified without unreasonable expense or time by reference to official records.").

2. The Numerosity Requirement Is Satisfied.

The numerosity requirement is fulfilled simply when the individual joinder of all class members would be impracticable. A proposed class numbering "as few as 40 class members should raise a presumption that joinder is impracticable," thus satisfying the numerosity requirement. *Newberg on Class Actions* § 3.5. Here, there are 247 Class Members. (Kim Decl., ¶ 11.) Therefore, joinder would be impracticable, and a class-wide proceeding is clearly preferable and appropriate.

3. Common Issues of Law and Fact Predominate over Any Individual Issues.

The court should grant class certification when questions of law and fact common to all Class Members predominate over any questions affecting only individual members. *Hicks v. Kaufman &Broad Home Corp.* (2001) 89 Cal.App.4th 908, 916 ("As a general rule, if the defendant's liability can be determined by facts common to all members of the class, a class will be certified even if the members must individually prove their damages. In order to determine whether common questions of fact predominate, the trial court must examine the issues framed by the pleadings and the law applicable to the causes of action alleged.").

The commonality and predominance requirements are "easily met," because "[when] the defendant has engaged in some course of conduct that affects a group of persons and gives rise to a cause of action, one or more of the elements of that cause of action will be common to all of the persons affected." *Gen'l Tel. Co. of Southwest v. Falcon* (1982) 457 U.S. 147, 155. Further, the fact that "calculation of individual damages may at some point be required does not foreclose the possibility of taking common evidence on [liability issues]." *Sav-on Drug Stores, Inc. v. Superior Court*(2004) 34 Cal.4th 319, 332 (holding that the legal question of whether the plaintiff-employees were nonexempt and therefore entitled to overtime was a common question that predominated over the individual questions of each employee's duties performed and hours worked); *Clothesrigger, Inc. v. GTE Corp.*(1987) 191 Cal. App.3d 605, 617 ("[T]he necessity for class members to prove their own damages does not mean individual fact questions predominate").

The scope of this case is narrowly focused on a specific class of persons employed by Defendant during a specific period of time. The common questions of law and fact all stem from claims that Class Members were not paid for all hours and did not receive meal and rest periods. Plaintiff and Class Members were subject to the same policies and practices and sought the same remedies. These common issues predominate over individual issues because identical evidence establishes liability as to all Class Members. (Kim PA Decl., ¶ 69(e).) Thus, the commonality and predominance requirements are satisfied. *Stephens v. Montgomery Ward & Co., Inc.* (1987) 193 Cal. App. 3d 411, 421.

4. Plaintiff's Claims Are Typical.

A class representative's claims are typical of a class when they arise from the same event, practice, or course of conduct that gives rise to the claims of other putative class members, and if their claims rest on the same legal theories. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 47; *B.W.I. Custom Kitchens v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 ("[I]t has never been the law in California that the class representative must have identical interests with the class members."). Here, Plaintiff's claims are typical of Class Members' claims because they arise from the same factual basis and are based on the same legal theories. (Kim PA Decl., ¶ 69(c).) Accordingly, the typicality requirement is satisfied.

5. Plaintiff and Class Counsel Adequately Represent the Class.

The adequacy requirement is met by fulfilling two conditions: (1) the class representative must be represented by counsel qualified to conduct the pending litigation, and (2) the class representative's interests cannot be antagonistic to those of the class. *McGhee v. Crocker-Citizens Nat. Bank* (1976) 60 Cal.App.3d 442, 451.

Both conditions are met here. First, Plaintiff and the Class are represented by experienced and competent counsel. Class Counsel is qualified and has served as class counsel in numerous class actions. (Kim PA Decl., ¶¶ 3-8.) Thus, Class Counsel is "qualified, experienced, and generally able to conduct the proposed litigation." *Miller v. Woods* (1983) 148 Cal.App.3d 862, 875. Second, Plaintiff has no conflict with the Class, and her interests are aligned with those of the Class. As a result of her effort, Class Members will benefit from the Settlement. Accordingly, the adequacy requirement is satisfied.

6. Class Treatment Is Superior to the Alternatives.

Courts have long recognized that the class-action device often provides the sole procedural mechanism by which many individuals harmed by corporate wrongdoing can band together to achieve justice. Absent class treatment, similarly situated persons with relatively small but nevertheless meritorious claims for damages would, as a practical matter, have no means of redress because of the time, effort, and expense required to prosecute individual actions. *See Hanlon, supra,* 150 F.3d at 1023. The United States Supreme Court stated that "the policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights. The class action solves this problem by aggregating the relatively paltry potential recoveries into something worth someone's (usually an attorney's) labor." *Amchem Prods. v. Windsor* (1997) 521 U.S. 591, 617 (citation and quotation omitted).

Other relevant considerations regarding superiority include the improbability that each class member will come forward to prove his or her separate claim and whether the class approach would serve to deter or redress the alleged wrongdoing. *Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 435. Acknowledging these concerns, courts have noted that "[t]he risk entailed in suing one's employer are such that the few hardy souls who come forward should be permitted to speak for others when the vocal ones are otherwise fully qualified." *St. Marie v. Eastern RR Ass'n* (S.D.N.Y. 1976) 72 F.R.D. 443, 449 (overruled as to damages and liability but not as to class certification).

Further, where, as here, the individual claims are relatively small and the socio-economic status and sophistication of the class members contrasts with that of the defendant, a class action is particularly appropriate because the size of the individual claims "would prove uneconomic for potential plaintiffs" to pursue individually, as "litigation costs would dwarf potential recovery." *Hanlon, supra,*150 F. 3d at 1023. Each of the above reasons compels the conclusion that a class action is the preferred method of resolution for this case. (Kim PA Decl., ¶ 69(g).)

IV. THE COURT SHOULD GRANT FINAL APPROVAL OF THE PAGA ACTION SETTLEMENT

Settlements to resolve PAGA claims also require court approval. (Labor Code § 2699(l)(2).). In compliance with Labor Code §2699(l)(2), Plaintiff has provided the proof of service of the Settlement

Agreement and this Motion to the LWDA. (Kim Decl., ¶ 55, Exhibit 4.) PAGA civil penalties recovered on the State's behalf are intended to "remediate present violations and deter future ones, not to redress employees' injuries." (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 542.) The standard for evaluating a PAGA settlement is not whether the employees are fully compensated for their injuries, but "whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.,* (2021) 72 Cal.App.5th 56, 77, *disapproved of on other grounds by Turrieta v. Lyft, Inc.*, 16 Cal. 5th 664 (2024)). Here, as a result of the Settlement, Defendant must pay $835,749.85 including $83,574.99 in PAGA civil penalties to the LWDA and Aggrieved Employees. The PAGA Settlement here is fair, reasonable, and adequate in light of PAGA's purposes since it seeks to remediate alleged labor law violations and deter future ones.

In addition, the amount allocated to the PAGA claims is fair to those affected because it accounts for a realistic assessment of the PAGA exposure on the claims as well as the significant possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits due to the Court's discretion to substantially reduce PAGA penalties under Labor Code § 2699(e)(2). Indeed, PAGA settlements for as little as $0 have been approved. (*See Nordstrom Com'n Cases* (2010) 186 Cal.App.4th 576, 589 (approving PAGA settlement and release that allocated $0 to PAGA claim).) Courts have also approved settlements for $20,000 or less. (*See, e.g., Hicks v. Toys 'R' Us–Delaware, Inc.,* (C.D. Cal. Sept. 2, 2014) 2014 WL 4703915, at *1 (approving $5,000 PAGA payment in $4 million settlement); *Chu v. Wells Fargo Invest. LLC* (N.D. Cal. Feb. 16, 2011) 2011 WL 672645, at *1 (approving PAGA payment of $7,500 in $6.9 million settlement); *Williams v. Brinderson Constructors* (C.D. Cal. Feb. 6, 2017) 2017 WL 490901, at *5 ($10,000 PAGA settlement in $300,000 settlement).)

V. CONCLUSION

For the reasons set forth herein, Plaintiff respectfully requests that this Court grant final approval of this Settlement and enter the companion order.

DATED: November 5, 2026

D.LAW, INC.

By: _____

Enoch J. Kim
Arianna N. Razi
Attorneys for Plaintiff JENNIFER REYES, on behalf of herself and others similarly situated