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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

ANA L. LEMUS, an individual, on behalf of herself and all others similarly situated, Plaintiffs, v. NATIONWIDE MUTUAL INSURANCE COMPANY, an Ohio corporation; and DOES 1- 50, inclusive, Defendants.	Case No.: 23-CV-012222 <u>CLASS ACTION</u> <u>Assigned for All Purposes To:</u> Honorable Lauri Damrell **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT, ATTORNEYS' FEES AND EXPENSES, AND ENHANCEMENT PAYMENT; MEMORANDUM OF POINTS AND AUTHORITIES** Date: November 7, 2025 Time: 9:00 a.m. Dept.: 22

TO THE HONORABLE COURT, ALL INTERESTED PARTIES, AND THEIR RESPECTIVE COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on November 7, 2025 at 9:00 a.m. in Department 22 of the Sacramento County Superior Court, located at the Gordon D. Schaber Sacramento County Courthouse located at 1720 9th Street, Sacramento, CA 95814, Plaintiff Ana L. Lemus ("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 Private Attorneys General Act Settlement and Release Agreement ("Settlement"); confirm Plaintiff as the Class Representative; approve the Class Representative Enhancement Payment to the Class Representative; confirm the appointment of Class Counsel; approve Class Counsel's application for attorney's fees and litigation costs; and enter judgment approving the class action and PAGA 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 and Ryan McNamee, 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.

Plaintiff counsel has reviewed the Court's Checklist for Approval or Class Action and/or Private Attorneys General Act Settlements, and attests that Plaintiff's briefing complies with the checklist.

Pursuant to Local Rule 1.06 (A), the Court will make a tentative ruling on the merits of this matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative ruling may be downloaded off the Court's website. If the party does not have online access, they may call the dedicated phone number for the department as referenced in the local telephone directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and receive the tentative ruling. If you do not call the Court and the opposing party by 4:00 p.m. the court day before the hearing, no hearing will be held.

DATED: October 16, 2025

D.LAW, INC.

By: ______________________

Emil Davtyan, Esq.
David Yeremian, Esq.
Alvin B. Lindsay, Esq.
Enoch J. Kim, Esq.
Antonia McKee, Esq.
Attorneys for Plaintiff ANA L. LEMUS, on behalf of herself and others similarly situated

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On June 6, 2025, this Court entered an Order Granting Preliminary Approval of the Parties' Class Action and Private Attorneys General Act Settlement and Release Agreement, as amended by the Amendment to the Class Action and Private Attorneys General Act Settlement and Release Agreement, and Second Amendment to the Class Action and Private Attorneys General Act Settlement and Release Agreement (which collectively constitute the "Settlement Agreement" or "Settlement") entered into by plaintiff Ana L. Lemus ("Plaintiff") on behalf of all non-exempt employees based in California and employed by Nationwide Mutual Insurance Company ("Defendant"), at any time from July 17, 2019 through April 14, 2025 ("Class," "Settlement Class," or "Class Members"). Under the Settlement, the wage and hour claims of 850 total Participating Class Members and all Aggrieved Employees will be resolved for $880,000.00.

Notice of the Settlement was distributed in accordance with the Court's Preliminary Approval Order, and the response was excellent. **Zero Class Members objected** to the Settlement, **zero disputed** the number of Qualified Workweeks, and **only two opted out** of the Settlement (there were in fact three requests for exclusion; however, one Class Member who requested exclusion did not timely do so). (Declaration of Enoch J. Kim ("Kim Decl."), ¶ 12; Declaration of Ryan McNamee ("McNamee Decl."), ¶ 11-13.)[1] The fact that there was a 99.77% participation rate indicates that the persons most affected by Defendant's alleged practices and who stand to benefit most from the Settlement agree that this is an outstanding result and a strong indication that the Settlement is fair and adequate. (Kim Decl., ¶ 13.) The average Individual Settlement Payment is estimated to be approximately **$553.91 per Settlement Class Member**, the highest payment is estimated to be approximately **$1,199.63**, and the lowest payment is estimated to be approximately **$3.99**. (McNamee Decl., ¶ 16.) In the opinion and experience of Class Counsel, the Settlement is fair, adequate, and reasonable and will convey a substantial benefit to all Class Members. (Kim Decl., ¶ 9.)

[1] A total of three requests for exclusion were received by the Settlement Administrator, but only two of them were timely. The third request for exclusion was received after the Response Deadline and therefore invalid pursuant to the terms of the Court-approved procedures set forth in Settlement (Kim Decl., ¶ 11; McNamee Decl., ¶ 11-13.

The proposed Settlement satisfies the criteria for final settlement approval under California law. Consequently, Plaintiff moves this Court for an order: (1) certifying this lawsuit as a class action for settlement purposes only; (2) approving the class action Settlement embodied in the Parties' Settlement Agreement;[2] (3) confirming Plaintiff as the Class Representative; (4) confirming the appointment of Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, and Antonia McKee of D.Law, Inc., as Class Counsel; (5) approving Class Counsel's application for attorneys' fees of $308,000.00 ("Class Counsel Fees") and reasonably incurred litigation costs of $33,199.46 ("Class Counsel Litigation Expenses"); (6) approving the enhancement award to Plaintiff ("Class Representative Enhancement Payment"); (7) approving the payment of the Settlement Administrator's invoice for costs of administration in the amount of $11,880.00 ("Settlement Administration Costs"); and (8) approving PAGA Penalties of $50,000.00, with 75% or $37,500.00 allocated to the California Labor and Workforce Development Agency ("LWDA"), and 25% or $12,500.00 allocated to the Aggrieved Employees and distributed on a *pro rata* basis. (Kim Decl., ¶ 8.)

A. PROCEDURAL HISTORY

1. Plaintiff's Claims

On July 17, 2023, Plaintiff Ana Lemus commenced a Class Action by filing a Complaint alleging 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) Violation of Labor Code § 226; (6) Violation of Labor Code § 221; (7) Violation of Labor Code §204; (8) Violation of Labor Code § 203; (9) Failure to Maintain Records Required Under Labor Code §§ 1174 and 1174.5; (10) Failure to Produce Requested Employment Records Under Labor Code §§ 226, 1198.5; (11) Failure to Reimburse Necessary Business Expenses § 2802; (12) Failure to Pay Vacation Wages in Violation of Labor Code § 227.3; (13) Violation of 15 U.S.C. §§ 1681 (b)(2)(A); (14) Violation of California Civil Code § 1786 *et seq*. (ICRAA); (15) Violation of Business & Professions Code § 17200 *et seq.* (Case No. 23CV004939) (the "Class Action"). Defendant subsequently removed the Class Action to the United States District Court for the Eastern

[2] To the extent any capitalized term is not defined in this motion, Plaintiff intends for the definition in the Parties' Settlement Agreement to be used. To the extent there are any conflict between the definitions in the parties' Settlement Agreement and this motion, the definition in the Settlement Agreement controls.

District of California, where it remains pending at Case No. 2:23-cv-01871-DAD-SCR. Plaintiff contends that Defendant failed to pay Class Members all wages due and owing, including by requiring off the clock work, failing to provide meal and rest breaks, failing to furnish accurate wage statements, failing to timely pay wages including final wages, failing to maintain accurate records, failing to reimburse necessary business expenses, failing to pay vacation wages, and conducting unlawful background checks (Kim Decl., ¶ 4.)

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 17, 2023 (LWDA-CM-968842-23). (*Id.*) On November 27, 2023, after the 65-day statutory period had passed, Plaintiff filed a PAGA Action Complaint alleging claims for civil penalties under Private Attorneys General Act based on the same predicate Labor Code violations as asserted in the Class Action (Case No. 23-CV-012222) ("the PAGA Action"). (*Id.*) After reaching a global settlement at mediation that encompasses both actions, the Parties agreed to consolidate all of the claims and theories asserted in the Class Action and PAGA Action and to seek approval of the Settlement in this Court. To that end, pursuant to the Settlement, on April 11, 2025, Plaintiff filed a First Amended Complaint in the PAGA Action adding the claims asserted in the Class Action, which is now the operative complaint in the PAGA Action ("Operative Complaint"). (Kim Decl., ¶ 5.)

On June 6, 2025, this Court entered a Preliminary Approval Order. (*Id.*) On July 8, 2025, Defendant timely provided the Class List to the Settlement Administrator, and the Administrator confirmed that the escalator clause was not triggered. (Kim Decl., ¶ 6., McNamee Decl., ¶ 5.)

2. <u>Plaintiff's Investigation</u>[3]

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. (Declaration of Enoch J. Kim filed in support of Plaintiff's

[3] For a full discussion, *see* the Declaration of Enoch J. Kim in support of Plaintiff's Motion for Preliminary Approval of the Parties' Class Action and Private Attorneys General Settlement Agreement and Release ("Kim PA Decl."), previously filed herein.

Motion for Preliminary Approval of the Parties' Class Action and Private Attorneys General Act Settlement Agreement and Release on May 1, 2025 ("Kim PA Decl.,") ¶ 15-16.)

Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including (1) conducting 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 applicable to the putative class members; (4) constructing damage models based on interpretations of California law; (5) researching the applicable law and potential defenses; (6) interviewing Plaintiff regarding potential Class Members; and (7) reviewing information provided by Defendant at mediation including records for all Class Members for a period close to the date of mediation. (Kim PA Decl., ¶ 15-16.)

B. MEDIATION

On January 15, 2025, the Parties participated in an all-day mediation with Tripper Ortman, Esq., who is a respected and highly experienced mediator in wage and hour class actions. (*Id.* at ¶ 18.) As a result of the mediation, the Parties agreed to settle the lawsuit according to the terms set forth in the Settlement Agreement. (*Id.*) The Settlement is the product of extensive arm's-length negotiations between attorneys with substantial experience litigating class actions and wage and hour cases. (Kim PA Decl., ¶¶ 3-10; Kim Decl., ¶ 7.)

C. THE KEY FINANCIAL TERMS OF THE SETTLEMENT

Gross Settlement Amount: Under the terms of the proposed Settlement Agreement, Defendant has agreed to pay Eight Hundred Eighty Thousand Dollars and Zero Cents ($880,000.00) on a non-reversionary basis.[4] Any uncashed amounts after 180 days will not be distributed to a *cy pres* recipient; rather, unclaimed funds will be transferred to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of and for the benefit of the individual who did not cash his or her check, until such time that he or she claims his or her property or as otherwise required by law. Accordingly, the entire Net Settlement Amount will be paid out to Class Members, whether or not they all cash their Individual Settlement Payments and/or Individual PAGA Payments. (Kim PA Decl., Exh. 1, §XI(C)(1).)

[4] The escalator clause in the Settlement Agreement was not triggered. Kim Decl., ¶ 6.

Deductions from Gross Settlement Amount: The following deductions will be made from the Gross Settlement Amount of $880,000.00, subject to Court approval: (1) a Class Counsel Fees award of $308,000.00 to Class Counsel for attorneys' fees; (2) a Class Counsel Costs award of $33,199.46 for reimbursement of actual costs incurred (which is lower than the not to exceed amount of $36,000.00 Class Counsel estimated for the Settlement Agreement); (3) up to $5,000.00 to the Class Representative for an enhancement award ("Class Representative Enhancement Payment"); (4) $11,880.00 for the settlement administration ("Settlement Administration Costs"); and (5) PAGA Penalties of $50,000.00 ("PAGA Settlement Amount"), with 75% or $37,500.00 allocated to the LWDA, and 25% or $12,500.00 allocated to the Aggrieved Employees and distributed on a *pro rata* basis. (Kim Decl., ¶ 8.) The amount remaining after the foregoing deductions are made is the Net Settlement Amount available for distribution to Participating Class Members.

Net Settlement Amount, Class Members and Estimated Payments: The Net Settlement Amount is currently estimated to be $471,920.54. McNamee Decl., ¶ 15. There are 850 Participating Class Members. *Id*., ¶ 14. Each Participating Class Member's share of the Net Settlement Amount will be calculated and apportioned from the Net Settlement Amount based on the number of workweeks each Class Member worked during the Class Period ("Individual Workweeks"). (Kim PA Decl., ¶ 23; Exh. 1, §VIII(D).). Further, to account for an overlapping prior class action settlement, any Participating Class Members who participated in the prior class action settlement entitled *Mostajo v. Nationwide* ("*Mostajo*") (United States District Court, Eastern District of California, Case No. 2:17-cv-00350-JAM-AC will have their workweeks that overlapped with the *Mostajo* release period valued at 50% of the value of their non-overlapping workweeks. (Kim PA Decl., Exh. 1, § VIII(D)(1)). The average Individual Settlement Payment is estimated to be approximately **$553.91 per Participating Class Member**, the highest payment is estimated to be approximately **$1,199.63**, and the lowest payment is estimated to be approximately **$3.99**. (McNamee Decl., ¶ 16.)

Individual PAGA Payments: The Settlement Agreement defines "PAGA Group" or "PAGA Group Members" as all persons who were classified as non-exempt and employed in California at any time between September 23, 2022 and April 14, 2025 ("PAGA Period"). (Kim PA Decl., ¶ 2; Exh. 1, §I(F).) Each PAGA Group Member's individual share of the PAGA Group

Payment will be calculated based on the number of pay periods each PAGA Group Member worked during the PAGA Period ("Individual PAGA Pay Periods"). (*Id.*, Exh. 1, §VIII(E).) Specifically, "each PAGA Group Member, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Settlement Amount proportionate to the number of pay periods with working hours that he or she worked during the PAGA Period, subject to Court approval." (*Id.*) "All PAGA Group Members will receive at least a minimum Individual PAGA Payment equivalent to the figure paid to those PAGA Group Members who worked one pay period during the PAGA Period." (*Id.*) PAGA Group Members will receive a separate check for their share of the PAGA Group Payment in addition to a check for their Individual Settlement Payment as a participating Class Member. (*See id.* at §§VIII(D) and (E).)

Pursuant to the Agreement, 25% of the PAGA Payment ($12,500.00) will be allocated to Aggrieved Employees regardless of whether they opt out of the class settlement. (McNamee Decl., ¶ 17.) Aggrieved Employees cannot opt out of the PAGA settlement. (*Id.*) There are 539 Aggrieved Employees who worked a total of 23,507 pay periods during the PAGA Period. (*Id.*) The highest individual PAGA share to an Aggrieved Employee is approximately $35.62, the average individual PAGA share is approximately $23.19, and the lowest individual PAGA share is approximately $0.53. (McNamee Decl., ¶ 18.)

D. NOTICE TO THE CLASS MEMBERS

Following the entry of the Preliminary Approval Order, the Parties directed Apex Class Action, LLC ("Apex") to distribute the court-approved notice form. (*See* Kim Decl., ¶ 10; *see also* McNamee Decl., ¶ 4.) The notice process occurred according to the Court's Preliminary Approval Order. Apex mailed the Notices to the last-known address of each Class Member after performing a National Change of Address search. (McNamee Decl., ¶ 6.) Of the 852 Class Members and Aggrieved Employees who were sent Notices, Apex received 27 returned Notices as undeliverable, and 22 Notices were re-mailed, with only 4 Notices deemed undeliverable. (McNamee Decl., ¶¶ 7-10.) Here, the deadline for submitting a Request for Exclusion from Settlement, disputing the number of Workweeks, and objecting to the Settlement was September 22, 2025, i.e. sixty days from the date of mailing of the Class Notices. (McNamee Decl., ¶¶ 11-13; Kim Decl. ¶ 12.) As of the deadline, **zero Class Members objected** to the settlement, **zero disputed** their number of Workweeks, and only **two timely opted out** of the Settlement Agreement. (*Id.*)

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

Plaintiff respectfully submits that the Court should grant final approval not only because the settlement is fair but also 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.4^{th} 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.

As explained below, all of the final approval criteria are fully met here, providing substantial grounds for granting this Motion.

B. THE SETTLEMENT AGREEMENT FULFILLS ALL FINAL APPROVAL CRITERIA

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.

The Settlement is the result of extensive negotiations, conducted at arm's length, and informed by substantial factual and legal investigations. (Kim PA Decl., ¶ 19.) Throughout this case, Plaintiff, Class Members, and Aggrieved Employees have been represented by experienced counsel. (*Id*. at ¶¶ 3-10.)

Class Counsel have devoted a substantial amount of time to this case, including but not limited to researching various legal issues prior to and after filing this Action; drafting and reviewing pleadings; conducting informal discovery and 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 including several revisions thereof; drafting documents for preliminary and final approval, including documents for the administration of the settlement; briefing for the hearing on the motion for preliminary approval of the class action and PAGA settlement, including supplemental briefing; and coordinating and overseeing the administration of the Settlement. (Kim Decl., ¶¶ 16, 40.)

Among those matters considered during the course of settlement negotiations were the risks, expenses, and length of further litigation, including the appeals process; the present state of the law as it applies to wage and hour class actions; the present value of a settlement versus the long wait occasioned by any potential judgment in favor of the Class; and the burdens of proof necessary to establish liability against Defendant's defenses to the Action. These factors each indicated that the interests of Class Members are best served by a settlement of this Action as set forth in the Settlement Agreement. Moreover, as experienced litigators in employment class action cases, Class Counsel believes that the Settlement is fair and reasonable and serves the best interests of the Class Members. (Kim PA Decl., at ¶¶ 65-66, 67-70; Kim Decl., ¶ 7.)

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

Significant in evaluating the foregoing $880,000.00 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., ¶¶ 29-64.) 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. (Kim PA Decl., ¶ 70.) 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. (Kim Decl., ¶ 53.) In contrast, the Settlement provides immediate benefits to the Class.

From the evaluation of the benefits offered to the Class by the Settlement, as well as the expense, delay, and risk of going forward to trial, with subsequent appellate proceedings, the Settlement fairly, adequately, and reasonably achieves the goals of Plaintiff and advances the interests of the Class. In sum, the Settlement falls within the "the range of reasonableness" necessary for final approval. (Kim PA Decl., at ¶ 74.)

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 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 Award and Class Representative Enhancement Payment sought, how Class Member individual payments would be calculated, how a Class Member could participate in, object to, or be excluded from the Settlement, and to whom to direct inquiries. (Kim Decl., ¶ 10.)

4. Zero Class Members Have Objected to the Settlement and Only Two Class Members Have Timely 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. Here, the deadline for submitting a Request for Exclusion from Settlement, disputing the number of Qualified Workweeks, and objecting to the Settlement was September 22, 2025 (60 days after mailing of Class Notices). (McNamee Decl., ¶¶ 11-13; Kim Decl. ¶ 12.) As of the deadline, **zero Class Members objected** to the settlement, **zero disputed**

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[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").

the number of Qualified Workweeks, and **only two timely opted out** of the Settlement.[7] (*Id.*)

5. The Service Award 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., ¶ 52.) 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., ¶ 53.) She 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 Ana Lemus filed in support of Motion for Preliminary Approval of the Parties' Joint Stipulation of Class and PAGA Settlement Agreement on May 1, 2025 ("Lemus PA Decl.,") ¶ 5-7.) Plaintiff conferred with Class Counsel on numerous occasions to discuss every aspect of this case; provided information about Defendant and its wage-and-hour practices;

[7] The two individuals who submitted timely requests for exclusion are Linda Olesh and Nicole Waite. McNamee Decl. ¶ 11.

reviewed documents; 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, spent time with Class Counsel discussing the terms of the Settlement and reviewing and executing the Settlement Agreement and the amendments thereto. (Kim Decl., ¶ 53.) In the end, Plaintiff decided to vindicate not only her own rights but also those of her co-workers. (Kim Decl., ¶ 51.)

Plaintiff has diligently, adequately, and fairly represented Class Members. (Kim Decl., ¶ 54.) Class Counsel believes that Plaintiff is entitled to a Class Representative Enhancement Payment for the time and effort she devoted to this case. (*Id.*) For purposes of Settlement, Defendant has agreed not to oppose it. (*Id.*) Such payments to class representatives are a common feature of settlements negotiated by Class Counsel, and trial courts routinely approve them. (*Id.*)

Not only have 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 enhancement award. (McNamee Decl., ¶ 12.) Plaintiff therefore respectfully requests the Class Representative Enhancement Payment sought in the amount of $5,000.00 for her efforts and initiative in bringing and helping prosecute this Action. (Kim Decl., ¶ 54; Lemus PA Decl. ¶¶ 1-9.)

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

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

The California Supreme Court 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 award for attorneys' fees in this case consists of 35% of the

Gross Settlement Amount. This percentage is **below** Plaintiff's contingency fee agreement.[8] The requested attorneys' fees are fair and reasonable under California's fee-shifting jurisprudence.[9] 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. (*See* Kim Decl., ¶ 47-49.)

An award of attorneys' fees equivalent to 35% of the common fund is also markedly 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.

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 significantly less than legal precedent. Class Counsel has litigated numerous class actions and submits that this settlement was possible owing to Class Counsel's experience with such cases. (Kim PA Decl., ¶¶ 1-10, 19.) Class Counsel's diligent, efficient, and

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[8] The award of attorneys' fees and costs in this case is intended to reimburse Class Counsel for all of the uncompensated work that they have already performed and for all of the work they will continue to perform in carrying out and overseeing the administration of the Settlement. Plaintiff in this action signed a contingency-fee agreement stating that Class Counsel could receive a fee under certain scenarios that exceed one-third of the recovery, as much as 40%. (Kim Decl., ¶¶ 39-43.)

[9] 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.

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. In sum, it was through the efforts of Plaintiff and Class Counsel that the considerable benefits of the Settlement were obtained.

In light of the foregoing, the fee request in an amount equal to 35% of the Gross Settlement Amount, as agreed upon in the Settlement, is well within the bounds that have been established by the above-cited authority.

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

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. The lodestar calculation typically proceeds in three steps. 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 areas for attorneys of comparable experience and skill handling complex litigation. (Kim Decl., ¶¶ 17-26). Class Counsel's hourly rates are also commensurate with the prevailing market rates in these counties when applying locality adjustments to the Laffey Matrix. (*Id. ;* Exh. 2 (the "Laffey Matrix"). The Laffey Matrix rates have been held to be reasonable market rates when locally adjusted for inflation. *Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691. 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., ¶ 39.) This case raised a number of complex and contested issues, and Class Counsel exhibited skill and creativity in prosecuting and presenting them. (*Id.*) This case was not straightforward. (Kim Decl., ¶ 40.) Class Counsel had to spend time researching and analyzing each of these claims and issues in order to adequately assess the liability of Defendants. (*Id.*) Class Counsel then had to develop the evidence necessary through informal discovery to establish Defendant's potential liability. (*Id.*) This was done through carefully sifting through hundreds of pages of documents. (*Id.*)

In sum, Class Counsel had to come up with creative approaches to these issues in litigating the case and, ultimately, negotiating and crafting the Settlement. (Kim Decl., ¶ 41.) To this end, Class Counsel has devoted a tremendous amount of time and energy. (*Id.*) This time commitment was necessary in order to research, construct, and prosecute viable legal claims in the face of stiff opposition, but it has come at a cost. (*Id.*) Class Counsel zealously represented Plaintiff and the Class and has obtained a favorable result. (*Id.*)

Such is not always the case. Indeed, Class Counsel has invested time and money into numerous other cases, including class actions, which have fizzled out for one reason or another, leaving Class Counsel completely without any compensation for their effort. (Kim Decl., ¶ 42.) Here, Class Counsel has achieved a beneficial settlement for the Class, but this was by no means a foregone conclusion; indeed, their efforts might well have been frustrated by any number of obstacles with which they were presented along the way. (*Id.*) Nor could class certification be guaranteed. (*Id.*) However, Class Counsel was able to navigate the shoals of unpredictability to achieve a desirable result and have done so without receiving any compensation to speak of thus far because they took this case on a contingency fee basis. (*Id.*)

From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and reasonable. Class Counsel conservatively estimates that it invested at least 306.8 hours of attorney time in this matter. (Kim Decl., ¶ 14.) Managing Partner David Yeremian invested at least 35.4 hours for a total of \$48,675 in attorneys' fees (\$1,375/hr x 35.4 hours = \$48,675.00). Senior Attorney Enoch Kim invested at least 39.2 hours for a total of $40,964.00 in attorneys' fees ($1,045/hr x 39.2 hours = $40,964.00). Senior Attorney Alvin B. Lindsay invested approximately 51.6 hours for a total of $65,016.00 ($1,260/hr x 51.6 hours = $65,016.00). Associate Attorney Rose Sorial invested approximately 77.3 hours for a total of $73,435.00 in attorneys' fees ($950/hr x 77.3 hours = $73,435.00). Associate Attorney Tania Fonseca invested approximately 35.6 hours for a total of $29,904.00 in attorneys' fees ($840/hr x 35.6 hours = $29,904.00). Associate Attorney Antonia McKee invested approximately 65.4 hours for a total of $31,065.00 in attorneys' fees ($475/hr x 65.4 hours = $31,065.00). Paralegal Silvia Pimentel invested approximately 1.1 hours for a total of $275.00 in attorneys' fees ($250/hr x 1.1 hours = $275.00). Paralegal Brent Insua invested approximately 1.1 hours for a total of $275.00 in attorneys' fees ($275/hr x 1.1 hours = $302.50). Paralegal Jonathan Morataya invested approximately 0.1 hours for a total of $25.00 in attorneys' fees ($250/hr x 0.1 hours = $25.00). Therefore, Class Counsel has collectively incurred at least 306.8 hours and $289,661.50 in fees, necessitating a modest multiplier of only 1.06X. (Kim Decl., ¶¶ 27-37.)

(iii) <u>The Requested Costs Award Is Reasonable</u>

The preliminarily approved settlement provided for the reimbursement of up to $36,000.00 for Class Counsel's costs. (Kim Decl., ¶ 50.) As of the date of the filing of this Motion, the total costs incurred through final settlement administration for Class Counsel are $33,199.46. (*Id.*) Class Counsel incurred costs including, but 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 $33,184.46. (*Id.*)

III. CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES IS APPROPRIATE

The Class is defined in the Settlement Agreement as: "All non-exempt employees based in California and employed by Nationwide at any time from July 17, 20219 through April 14, 2025." (Settlement Agreement ¶ I.A.)

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 a purely procedural one and should be based on the 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., ¶ 83(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. <u>The Numerosity Requirement Is Satisfied.</u>

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 850 Participating Settlement Class Members. (Kim Decl., ¶ 12., McNamee Decl. ¶ 14) Therefore, joinder would be impracticable, and a class-wide proceeding is clearly preferable and appropriate.

3. <u>Common Issues of Law and Fact Predominate over Any Individual Issues.</u>

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. This action involves, *inter alia*, a determination about Defendant's alleged failure to provide meal period and rest periods, failure to pay wages and overtime due to allegedly common and unlawful policies, failure to timely pay and pay final wages when required, failure to maintain and provide accurate paystubs, largely derivative claims under the Business & Professions Code and PAGA, and violation of the FCRA. Plaintiff contends that she and other Class

Members were subject to the same policies and practices relating to these issues, and all sought the same remedies. These common issues predominate over individual issues because identical evidence establishes liability as to all Class Members. (Kim PA Decl., ¶ 83(e)-83(f).) Under such circumstances, 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., ¶ 83(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., ¶¶ 1-10., Kim Decl., ¶¶27-32) 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 their effort, Class Members will benefit from the Settlement. Accordingly, the adequacy requirement is satisfied. (Kim PA Decl., ¶ 83(d).)

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 has 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. In employment cases, concerns such as fear of the employer, lack of representation, size of claim, and the employee's perception about the difficulty of litigation, increase the likelihood that an employer will not be held accountable. 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). Here, the class approach serves to deter and redress the alleged wrongdoing by ensuring that all claims of Class Members are addressed.

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. These issues, from a practical standpoint, generally lead to the unbalanced situation where the employer is represented by counsel, but the employee who seeks redress is not. Each of the above reasons compels the conclusion that a class action is the preferred method of resolution for this case.

(Kim PA Decl., ¶¶ 83(a)-83(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., ¶ 56, Exh. 10). 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 $880,000.00 including $50,000 in PAGA civil penalties to the State and PAGA Group. This PAGA penalties payment under the Settlement remediates labor law violations that otherwise may have gone unremedied due to Defendant's substantial defenses to liability and the merits of the claims.

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: October 16, 2025

D.LAW, INC.

By:______________________________

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