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HAZEL B. ABAYA, M.D.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA – HALL OF JUSTICE

HAZEL B. ABAYA, M.D., individually and
on behalf of the State of California, and other
similarly situated and aggrieved,

Plaintiffs,

v.

HOSPITALIST MEDICINE PHYSICIANS
OF CALIFORNIA, INC. doing business as
SOUND PHYSICIANS OF CALIFORNIA
III, AND DOES 1 to 25,

Defendants.

Case No.: 2023CUOE016724

Assigned to the Honorable Kevin G. DeNoce
Department 41

**AMENDED JOINT NOTICE OF MOTION
AND MOTION FOR APPROVAL OF
PAGA SETTLEMENT; MEMORANDUM
OF POINTS AND AUTHORITIES**

[File concurrently with the Declaration of
Charles A. Swartz, and [Proposed] Granting
Plaintiff's Motion to Approve PAGA
Settlement.]

Date: April 30, 2026

Time: 8:30 a.m.

Loc: Dept. 41

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

2 PLEASE TAKE NOTICE that on **April 30, 2026 at 8:30 a.m. in Department 41** of the
3 Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California,
4 Plaintiff Hazel B. Abaya, M.D. (“Plaintiff”) and Defendant Hospitalist Medicine Physicians of
5 California, Inc. (“Defendant”) will move the Court, pursuant to California Labor Code sections 2698,
6 *et seq.* (“PAGA”), for an Order:

7 1. Approving the settlement of this representative action in the form agreed to by
8 Plaintiff and Defendant (together the “Parties”) by way of the Settlement Agreement (the
9 “Settlement” or “Settlement Agreement”);

10 2. Appointing Plaintiff’s Counsel as PAGA Counsel, for settlement purposes only,
11 and approving Plaintiff’s Counsel’s application for attorneys’ fees;

12 3. Approving the release of PAGA claims by Plaintiff, the Aggrieved Employee, and
13 the State of California and its agencies in exchange for the settlement payments;

14 4. Directing consummation of the Settlement pursuant to its terms and provisions;

15 5. Without affecting the finality of the Order thereon and any resulting Judgment that
16 may follow, reserving exclusive and continuing jurisdiction over the Action, the Parties, and the
17 Aggrieved Employee for purposes of interpreting and enforcing the Settlement Agreement’s terms
18 and conditions pursuant to California Code of Civil Procedure section 664.6

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1 This Motion will be based upon this notice, the attached Memorandum of Points and
2 Authorities, the declarations and exhibits thereto that are filed concurrently herewith, the records
3 and files in this action, and any other further evidence or argument that the Court may properly
4 receive at or before the hearing.

5 Dated: April 8, 2026

KUTAK ROCK LLP

6
7 By: /s/ Sandra K. Wootton

8 Sandra K. Wootton
9 Jason D. Stitt (Admitted *Pro Hac Vice*)
10 Marcia A. Washkuhn (Admitted *Pro Hac Vice*)
11 Attorneys for Defendant,
HOSPITALIST MEDICINE PHYSICIANS
OF CALIFORNIA, INC. doing business as
SOUND PHYSICIANS OF CALIFORNIA III

12 Dated: April 8, 2026

CORNMAN & SWARTZ

13
14 By: /s/ Charles A. Swartz

15 Charles A. Swartz
16 Attorneys for Plaintiff,
HAZEL B. ABAYA, M.D.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Hazel Abaya (“Plaintiff”) seeks approval of a proposed non-reversionary \$1,500.00
4 gross settlement of claims alleged against Defendant Hospitalist Medicine Physicians of California,
5 Inc. (“Defendant”) (together, the “Parties”) for civil penalties pursuant to the California Private
6 Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). The PAGA class consists of
7 Plaintiff and one other allegedly aggrieved employee, who allegedly worked for a lower rate than
8 similarly situated male Hospitalists during a combined total of twelve pay periods within the
9 applicable limitations period. The Parties have reached a settlement and have executed a Settlement
10 Agreement (the “Settlement Agreement”). A true and correct copy of the Settlement Agreement is
11 attached as **Exhibit 1** to the Declaration of Charles Swartz in Support of this Joint Motion for
12 Approval of PAGA Settlement [hereinafter “Swartz Decl.”] submitted concurrently herewith.) The
13 amount of the settlement – \$1,500 for twelve (12) total pay periods – provides for payments
14 exceeding PAGA’s default initial penalty of \$100 per pay period. Pursuant to Labor Code section
15 2699, subdivision (1)(2), the parties now file this joint motion, seeking an order approving the
16 proposed settlement (the “Settlement”).

17 PAGA provides that the “court shall review and approve any penalties sought as part of a
18 proposed settlement agreement pursuant to this part.” (Lab. Code § 2699(1)(2).) In deciding whether
19 to grant approval of a proposed settlement, the primary issue to be decided is whether the settlement
20 is fair, adequate, and reasonable. (Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801;
21 Villalobos v. Calandri Sonrise Farm LP (C.D. Cal., July 22, 2015, No. CV 12-2615 PSG (JEMx))
22 2015 WL 12732709, at *5; O’Connor v. Uber Technologies, Inc. (N.D. Cal. 2016) 201 F.Supp.3d
23 1110, 1135.)

24 As set forth herein, the proposed Settlement embodies all the features of a settlement that is
25 fair, adequate, and reasonable, as (1) it is the product of an arms-length negotiation, (2) negotiated
26 by attorneys experienced in wage and hour issues, (3) after undertaking sufficient investigation
27 necessary to evaluate the relative strength and value of the PAGA claim, and (4) reflects a reasoned
28 compromise based on the relative strength and value of the PAGA claims, as well as the risks,

1 expense, complexity, and likely duration of further litigation.

2 **II. SUMMARY OF THE LITIGATION AND SETTLEMENT**

3 **A. Plaintiff's Claims and Procedural Background**

4 Defendant is a health care organization that contracts primarily with hospitals to provide
5 high-quality physicians ("Hospitalists") to work at hospitals and provide inpatient care to patients.
6 (Swartz Decl., ¶ 3.) Sound's business model contemplates a team of Hospitalists working at a
7 designated hospital that is a Sound client. Plaintiff was a Hospitalist employed by Defendant who
8 was assigned to Los Robles Hospital & Medical Center ("Los Robles Hospital"). (*Id.*)

9 Plaintiff contends that she and similarly aggrieved employees were subjected to the same
10 unlawful labor practices – predominantly unequal pay in violation of Labor Code section 1197.5 –
11 during her employment with Defendant. (Dkt. 1, Representative Complaint; Swartz Decl., ¶ 7.) As
12 a Hospitalist, Plaintiff received a base salary and productivity pay calculated by a particular rate
13 multiplied by her Work Relative Value Units ("wRVUs"). (Swartz Decl., ¶ 4.) From
14 January 1, 2023 through May 22, 2023 (six pay periods), Plaintiff's productivity pay rate was less
15 than certain other Hospitalists, including at least one male Hospitalist, employed by Defendant to
16 work at Los Robles Hospital. (*Id.*) During those same six pay periods, the productivity pay rate for
17 one other female Hospitalist who worked at Los Robles Hospital was the same as Plaintiff's and
18 consequently less than at least one male Hospitalist employed by Defendant. (*Id.*) Defendant also
19 employed Hospitalists to work at California hospitals other than Los Robles Hospital, however none
20 were compensated based upon a wRVU-rate structure during this timeframe and the parties'
21 investigation uncovered no issues relating to unequal pay in relation to any other Hospitalists
22 employed by Defendant in California. (*Id.* at ¶ 5.)

23 On August 31, 2023, Plaintiff submitted a PAGA notice of alleged Labor Code violations
24 to Defendant and the California Labor and Workforce Development Agency (the "LWDA"). (*Id.*
25 at ¶ 7.) Plaintiff's sixty-day exhaustion period expired without the LWDA indicating its intent to
26 investigate the allegations. (*Id.* at ¶ 8.)

27 On November 20, 2023, Plaintiff filed a Representative Complaint (the "Complaint")
28 against Defendant on behalf of herself and all similarly situated persons who worked for Defendant

1 in California. (*Id.* at ¶ 9.) The Complaint alleges that throughout the statutory period Defendant:
2 (1) failed to pay Hospitalists with the same or substantially the same experience and qualifications
3 equally; (2) failed to provide accurate and itemized wage statements; and (3) failed to timely pay
4 final wages at termination. (See Representative Complaint.)

5 **B. Discovery and Investigation**

6 Defendant filed a motion to compel arbitration, and, on March 18, 2024, this matter was
7 stayed pending arbitration of Plaintiff's individual claims against Defendant. (Swartz Decl., ¶ 10.)
8 Thereafter, the parties discussed the potential for resolution and exchanged a significant volume of
9 information, including but not limited to pay records and information regarding Defendant's pay
10 policies and practices, to allow for a meaningful settlement discussion. (*Id.* at ¶ 11.) After
11 reviewing and analyzing this information, Plaintiff's Counsel was able to evaluate which
12 Hospitalists were and were not similarly situated to Plaintiff, and the probability of success on the
13 merits and Defendant's maximum and risk-adjusted exposure to penalties under PAGA. (*Id.* at ¶
14 12.) Counsel for the parties also participated in a number of conferences with one another
15 throughout the summer of 2025 and exchanged additional factual information and legal authority
16 regarding their respective positions. (*Id.*) In conjunction with his extensive factual investigation,
17 Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted
18 in the litigation. (*Id.* at ¶ 13.) Thus, Plaintiff and her Counsel's familiarity with the facts of the case
19 and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the
20 Settlement. (*Id.*)

21 **C. Settlement Negotiations**

22 Following the exchange of information and authority, Plaintiff tendered an initial settlement
23 demand on September 18, 2025. (*Id.* at ¶ 17.) Thereafter, the parties collectively tendered fifteen
24 (15) additional settlement offers over the next two months, including on October 8, October 30,
25 October 31, November 3, twice on November 4, November 6, three times on November 7, twice on
26 November 10, twice on November 13, and November 17, 2025. (*Id.*) The settlement negotiations
27 were conducted at arm's length and, although conducted professionally, were adversarial. (*Id.* at ¶
28 18.) After these extensive negotiations and discussions regarding the strengths and weaknesses of

1 Plaintiff's claims and Defendant's defenses, the Parties reached a settlement, the material terms of
2 which are encompassed by the Settlement Agreement. (*Id.* at ¶ 19; Exhibit 1 to Swartz Decl.) The
3 Parties recognized that the issues presented in the Action are likely only to be resolved with
4 extensive and costly pretrial and trial proceedings, and that further litigation will lead to
5 inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits
6 of litigation. (Swartz Decl., ¶ 15.) Plaintiff and her Counsel considered the risk and uncertainty of
7 the outcome inherent in any litigation when determining whether this Settlement was advantageous.
8 (*Id.*)

9 **D. Key Terms of the Proposed PAGA Settlement**

10 The Settlement affects two Hospitalists – Plaintiff and one other – who were employed by
11 Defendant, worked at Los Robles Hospital, and received productivity pay at a lower per-wRVU
12 rate than certain other Hospitalists. (*Id.* at ¶ 4.) The Settlement contemplates paying Plaintiff and
13 the other affected Hospitalist, both of whom were paid lower wRVU rates over the same six pay
14 periods, in equal amounts. (Exhibit 1 to Swartz Decl.)

15 The Settlement Agreement provides Defendant will not oppose a request of up to \$600.00
16 for Plaintiffs' Counsels' attorneys' fees and expenses (the "Attorney Fee Award"). (*Id.*)

17 Because the Settlement Agreement contemplates that Defendant will administer the
18 settlement, the parties do not anticipate any administration costs. (*Id.*) Additionally, the Settlement
19 Agreement does not provide for any enhancement payment to Plaintiff or any other party. (*Id.*)

20 After deducting the Attorney Fee Award, in the amount approved by the Court, the
21 remaining \$900 will be allocated to the Net Settlement Amount and distributed as 75% to the
22 LWDA ("LWDA PAGA Payment") and 25% to the two Aggrieved Employees as Individual PAGA
23 Payments. (*Id.*) The LWDA PAGA Payment will be \$675.00. (*Id.*) After deducting the LWDA
24 PAGA Payment, Plaintiff and the other affected Hospitalist will each receive **\$112.50**, a combined
25 total of **\$225.00**. (*Id.*)

26 Defendant shall pay the Attorney Fee Award, LWDA PAGA Payment, and payments to
27 Plaintiff and the other aggrieved Hospitalist within twenty-one (21) days after the Court approves
28 this settlement. (*Id.*)

1 **III. DISCUSSION**

2 **A. Availability of Civil Penalties**

3 The LWDA is authorized to assess and collect civil penalties for specified violations of the
4 Labor Code committed by an employer. With a stated goal of improving enforcement of existing
5 Labor Code obligations, the California Legislature adopted the Labor Code Private Attorneys
6 General Act of 2004, permitting, as an alternative, an aggrieved employee to initiate a private civil
7 action “on behalf of himself or herself and other current or former employees . . .” (Lab. Code §
8 2699(a).) The penalties collected in these private civil actions are to be distributed seventy-five
9 percent (75%) to the LWDA and twenty-five percent (25%) to aggrieved employees. (*Id.* at §
10 2699(i).)

11 Before an employee may file an action seeking to recover civil penalties for violations of
12 any of the Labor Code provisions enumerated in Labor Code section 2699.5, he or she must comply
13 with the administrative procedures set forth in Labor Code section 2699.3, subdivision (a), which
14 include providing notice of the alleged Labor Code violations to the LWDA and the employer and
15 waiting sixty (60) days to permit the LWDA to decide whether to cite the employer for the alleged
16 violations. (*Id.* at §§ 2699.3, 2699.5; *Caliber Bodyworks, Inc. v. Superior Court* (2005) 134
17 Cal.App.4th 365, 370; *see also Dunlap v. Superior Court* (2006) 142 Cal.App.4th 330.) Here, in
18 compliance with Labor Code section 2699.3, on August 31, 2023, Plaintiff provided notice to the
19 LWDA. Plaintiff’s administrative exhaustion period expired without the LWDA indicating its intent
20 to investigate the allegations. Accordingly, Plaintiff was entitled to proceed with a representative
21 action under PAGA.

22 **B. The Settlement Warrants Approval**

23 Settlement of PAGA claims must be approved by a Court. (Lab. Code § 2699(l).) Here, the
24 circumstances weigh heavily in favor of approval.

25 **1. The Relief is Genuine, Meaningful, and Consistent with the Underlying**
26 **Purpose of PAGA.**

27 Plaintiff’s Counsel has conducted a thorough investigation into the facts of this case. (Swartz
28 Decl., ¶ 12.) Based on his independent investigation and evaluation, Plaintiff’s Counsel is of the

1 opinion that the Settlement is fair, reasonable, and adequate. (*Id.* at ¶ 20.) Furthermore, considering
2 all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the
3 defenses that could be asserted by Defendant on the merits, the Settlement is in the best interests of
4 the Aggrieved Employees. (*Id.* at ¶ 15.) The Settlement avoids the risks, burdens, and
5 accompanying expense of further litigation. (*Id.*) Although the Parties have engaged in a significant
6 amount of investigation, informal discovery, and data analysis, they have not participated in
7 substantial formal discovery procedures, including depositions and expert discovery. Moreover,
8 preparation for trial would remain for the Parties, as well as the prospect of appeals in the wake of
9 any judgment. As a result, the Parties would incur considerably more attorneys' fees and costs
10 through trial.

11 This case involves the time period between January 1, 2023 and May 22, 2023 in which
12 Plaintiff and one other female Hospitalist received a lower productivity pay rate than certain other
13 Hospitalists, including at least one male Hospitalist employed by Defendant. (*Id.* at ¶ 4.) Plaintiff
14 and the other female Hospitalist each received six paychecks relating to work performed during this
15 time period, for a total of twelve (12) pay periods. (*Id.*) Based on an evaluation that assumes a
16 "catch-all" \$100 civil penalty for each pay period, Defendant's maximum potential exposure is
17 estimated to be **\$1,200**. Defendant has not been subject to any prior court judgments or Labor
18 Commissioner order placing it on notice of any violation pertaining to the claims Plaintiff asserted.
19 (*Id.* at ¶ 6.) "Until the employer has been notified that it is violating a Labor Code provision
20 (whether or not the Commissioner or court chooses to impose penalties), the employer cannot be
21 presumed to be aware that its continuing underpayment of employees is a 'violation' subject to
22 penalties." (*Amaral v. Cintas Corp. No. 2* (2008) 163 Cal. App. 4th 1157, 1209; *Steenhuyse v. UBS*
23 *Fin. Servs., Inc.*, 317 F. Supp. 3d 1062, 1067 (N.D. Cal. 2018) ["California law is clear that a
24 'subsequent violation' level applies only to violations after the employer is on notice that its
25 continued conduct is unlawful"].) Therefore, Defendant argues that Plaintiff should only be entitled
26 to recovery of an initial \$100 penalty under PAGA and no "subsequent violation" penalties.
27 Defendant also argues that Plaintiff would not be entitled to "stack" PAGA penalties for multiple
28 alleged Labor Code violations. "Stacking" refers to the ability of a PAGA plaintiff to recover

multiple PAGA civil penalties (for each separate Labor Code violation) allegedly arising out of a single pay period, and Defendant has identified authorities holding that stacking is not permissible. (*See, e.g., Castillo v. ADT* (E.D. Cal. Jan. 24, 2017) No. 2:15-383 WBS DB, 2017 U.S. Dist. LEXIS 10579; *Smith v. Lux Retail North America, Inc.* (N.D. Cal. June 13, 2013) No. 13-1579 WHA, 2013 U.S. Dist. LEXIS 83562.)

Based on the foregoing, the \$1,500.00 settlement is an excellent result that amounts to genuine and meaningful relief consistent with the statute's underlying purpose "to benefit the general public." (*Kim v. Reins International California, Inc.* (2020) 9 Cal. 5th 73, 81; *see also Reyes v. Macy's Inc.* (2011) 202 Cal. App. 4th 1119, 1123.) It represents approximately **125%** of Plaintiff's realistic recovery. Furthermore, under the Settlement Agreement, Aggrieved Employees will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

Furthermore, PAGA penalties are not mandatory, but rather permissive. (Lab. Code § 2699(e).) Labor Code section 2699(e)(2) states, "a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Lab. Code § 2699(e)(2).) Accordingly, it is entirely possible that Plaintiff may be awarded less than what was obtained through this Settlement, or nothing at all.

2. The Requested Fee is Recoverable, Reasonable, And Consistent with Typical Cases

Labor Code section 2699 provides for the recovery of reasonable attorney's fees as well as costs of suit. (Lab. Code § 2699(g)(1).) Specifically, it states: "Any employee who prevails in any [PAGA] action shall be entitled to an award of reasonable attorney's fees and costs . . ." (*Id.*) This fee/cost-shifting provision reflects the understanding that PAGA Counsel must accept significant risk of substantial expenses and consumption of time, energy, and other resources in litigating a PAGA claim, and thus, that PAGA Counsel is not only permitted, but entitled, to recover reasonable attorneys' fees and costs if successful in litigating a PAGA claim. Here, prosecution of this action involved significant financial risk for Plaintiff's Counsel. Plaintiff's Counsel undertook this matter on a contingent fee basis, with no guarantee of recovery. (Swartz Decl., ¶ 21.) Once Counsel

1 undertook this litigation on behalf of aggrieved employees, Counsel committed to pursue it to its
2 conclusion, placing upon him a fiduciary duty to aggrieved employees.

3 Plaintiff requests attorneys' fees equal to forty percent (40%) of the Gross Settlement
4 Amount, which is in line with the prevailing guidelines established under California case law and
5 in scholarly literature. (*Compare* Settlement Agreement, ¶ 2, with *Chavez v. Netflix, Inc.* (2008) 162
6 Cal.App.4th 43, 66, n.11 ["Empirical studies show that, regardless whether the percentage method
7 or the lodestar method is used, fee awards in class actions average around one-third of the
8 recovery."].) California courts have long awarded attorneys' fees as a percentage of the benefit
9 created by counsel in pursuing claims on behalf of a class. (*See, e.g., Serrano v. Priest* (1977) 20
10 Cal.3d 25.) According to a leading treatise on class actions: "No general rule can be articulated on
11 what is a reasonable percentage of a common fund. Usually, 50% of the fund is the upper limit on
12 a reasonable fee award from a common fund in order to assure that the fees do not consume a
13 disproportionate part of the recovery obtained for the class, although somewhat larger percentages
14 are not unprecedented." (Newberg, *Newberg on Class Actions* (3rd ed. 1992) § 14.03.) Attorneys'
15 fees that are 50% of the fund are typically considered the upper limit, with 30–40% commonly
16 awarded in cases where the settlement is relatively small. (*Id.*; *see also Van Vranken v. Atlantic*
17 *Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 297 [stating that most cases where 30–50% was
18 awarded involved "smaller" settlement funds of under \$10 million].) Counsel's requested fee of
19 40% is within these commonly accepted ranges. Accordingly, Plaintiff respectfully requests that
20 the Court approve attorneys' fees as negotiated by the Parties.

21 Furthermore, Plaintiff's Counsel, Charles Swartz, is a 1987 graduate of the University of
22 California, Berkeley School of Law (formerly Boalt Hall) where he graduated in the top 1/3 of his
23 class. (Swartz Decl., ¶ 2). After starting his career at Thelen, Marin, Johnson & Bridges, an
24 international construction and business litigation firm based out of San Francisco, Plaintiff's
25 Counsel became the head of the litigation department of Cornman & Swartz, a boutique business
26 and litigation firm based in Irvine, California. (*Id.*) He handles a variety of business and
27 employment matters. (*Id.*) He has over 30 years of experience trying cases in both state and federal
28 courts, has handled hundreds of wage and hour matters, and has experience prosecuting and

1 defending wage and hour representative actions. (*Id.*) Plaintiff's Counsel's experience in wage and
2 hour class and representative actions was integral in evaluating the strengths and weaknesses of the
3 case against Defendant and the reasonableness of this Settlement. (*Id.* at ¶ 16.) Practice in the
4 narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly
5 evolving substantive law (state and federal), as well as the procedural law of representative action
6 litigation. Therefore, the requested fee award is reasonable and fair.

7 The requested fee award also survives a lodestar "cross check." "Despite its primacy, the
8 lodestar method is not necessarily utilized in common fund cases." (*Lealao v. Beneficial Cal., Inc.*
9 (2000) 82 Cal.App.4th 19, 27.) Although California Courts support the common fund doctrine, the
10 lodestar method can be used to cross-check fee awards. (*In re Consumer Privacy Cases* (2009) 175
11 Cal.App.4th 545, 557 [quoting *Lealao, supra*, 82 Cal.App.4th at pp. 49–50].) ("It may be
12 appropriate in some cases, assuming the class benefit can be monetized with a reasonable degree of
13 certainty, to 'cross-check' or adjust the lodestar in comparison to a percentage of the common fund
14 to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the
15 legal marketplace in comparable litigation.")

16 Applying the lodestar method is a two-step process. The first step is to multiply the number
17 of hours reasonably expended by a reasonable hourly rate, and the second step is to apply a
18 multiplier to the lodestar to account for various factors. (*Id.* at p. 556.) "The purpose of such
19 adjustment is to fix a fee at the fair market value for the particular action. In effect, the court
20 determines, retrospectively, whether the litigation involved a contingent risk or required
21 extraordinary legal skill justifying augmentation of the unadorned lodestar in order to approximate
22 the fair market rate for such services." (*Id.*) "Under certain circumstances, a lodestar calculation
23 may be enhanced on the basis of a percentage-of-the-benefit analysis." (*Id.* at pp. 556–57.) Further,
24 "California case law permits fee awards in the absence of detailed time sheets." (*Wershba v. Apple*
25 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 255.)

26 Plaintiff's Counsel's lodestar is no less than \$23,750.00 which is based on roughly fifty (50)
27 hours of attorney time at his customary hourly rate. (Swartz Decl., ¶ 21.) Additionally, Plaintiff's
28 Counsel estimates he will devote no less than 10 hours, although likely more time, to additional

1 tasks, which are hours not included in the foregoing lodestar total. (*Id.* at ¶ 22.) These additional
2 hours will include time spent to obtain and monitor approval of the Settlement and communicate
3 with Plaintiff regarding the case. (*Id.*) The amount of fees requested under the Settlement is
4 warranted based on the contingent risk that Counsel incurred, the difficulty of the questions
5 involved, the benefit conferred on the Aggrieved Employees and State of California as a result of
6 the Settlement, and the skill displayed by Plaintiff's Counsel. Thus, the request for attorneys' fees
7 satisfies any lodestar cross-check.

8 **IV. CONCLUSION**

9 For the foregoing reasons, the parties respectfully request that the Court grant approval of
10 the proposed settlement and sign the proposed order submitted herewith.

11
12 Dated: April 8, 2026

KUTAK ROCK LLP

13
14 By: /s/ Saundra K. Wootton

Saundra K. Wootton
Jason D. Stitt (Admitted *Pro Hac Vice*)
Marcia A. Washkuhn (Admitted *Pro Hac Vice*)
Attorneys for Defendant,
HOSPITALIST MEDICINE PHYSICIANS
OF CALIFORNIA, INC. doing business as
SOUND PHYSICIANS OF CALIFORNIA III

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16
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18 Dated: April 8, 2026

CORNMAN & SWARTZ

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20 By: /s/ Charles A. Swartz

Charles A. Swartz
Attorneys for Plaintiff,
HAZEL B. ABAYA, M.D.

PROOF OF SERVICE

ABAYA, et al. v. HOSPITALIST MEDICINE PHYSICIANS OF CALIFORNIA, INC., et al.
Superior Court of California, County of Ventura; Case No.: 2023CUOE016724

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the City of Los Angeles in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 777 South Figueroa Street, Suite 4550, Los Angeles, California 90017.

On **April 8, 2026**, I served on all interested parties as identified on the below mailing list the following document(s) described as:

AMENDED JOINT NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

☒ **(BY ELECTRONIC SERVICE THROUGH COURT AUTHORIZED THIRD-PARTY VENDOR)** Pursuant to California Rule of Court 2.251(b)(1)(b) and C.C.P. Section 1010.6, the above document was served electronically on the parties appearing on the service list associated with this case at their respective email addresses.

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☒ **(BY WAY OF THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) PAGA FILING PORTAL, <https://dir.govfa.net/432>):**

Labor and Workforce Development Agency
<https://dir.govfa.net/432>

☒ I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **April 8, 2026**, at Los Angeles, California.

Sandra K. Wootton