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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

BLANCA E. BELLOSO, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

HYATT CORPORATION d.b.a. HYATT
REGENCY HUNTINGTON BEACH, a
Delaware corporation; and DOES 1 through
100,

Defendants.

Case No. 30-2023-01355826-CU-OE-CXC

*[Assigned for all purposes to the Hon. Randall J.
Sherman, Dept. CX105]*

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: June 20, 2025
Time: 10:00 a.m.
Dept.: CX105

Reservation No.: 74551234

Complaint Filed: September 3, 2021
FAC Filed: November 19, 2021

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

2 PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on June
3 20, 2025 at 10:00 a.m. in Department CX 105 of the above-entitled Court, located at 751 West Santa
4 Ana Blvd, Santa Ana, CA 92701, Plaintiff Blanca E. Belloso ("Plaintiff"), individually and on behalf
5 of a class of similarly situated individuals, will and hereby does move this Court for:

- 6 1. Preliminary approval of the proposed class settlement of this lawsuit;
7 2. Pursuant to section 382 of the California Code of Civil Procedure, provisional certification
8 of the following Settlement Class defined as follows:

9 All individuals who were employed by Defendant in California at the Hyatt
10 Regency Huntington beach hotel in California and classified as a non-exempt
11 employee at any time during the Class Period, who did not sign arbitration
12 agreements during the Class Period.

13 The "Class Period" is defined as October 11, 2019 through January 15, 2025.

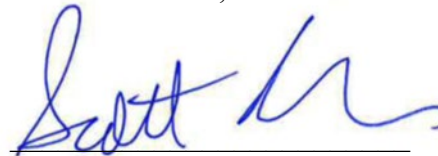
- 14 3. Preliminary appointment of Plaintiff Blanca E. Belloso as Class Representative;
15 4. Preliminary appointment of Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of
16 Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel;
17 5. The scheduling of a hearing to consider whether the Settlement should be finally approved
18 and to permit a service award to Plaintiff, Settlement Administration costs, civil penalties
19 payable to the California Labor Workforce Development Agency, and attorneys' fees and
20 costs to Class Counsel;
21 6. Appointment of Phoenix Settlement Administrators ("Phoenix") as the third-party
22 Settlement Administrator for mailing the court-approved Class Notice Packets; and
23 7. Approval of the proposed Class Notice Packet (which consists of Court Approved Notice of
24 Class Action Settlement and Hearing Date for Final Approval, Allocation Form, Request for
25 Exclusion Form, and Objection Form) and an order that it be disseminated to the proposed
26 Settlement Class Members as provided in the Settlement Agreement.

1 This Motion is based on this notice of motion, the memorandum of points and authorities, the
2 declarations of Scott M. Lidman, Milan Moore, Tiara Gose-Hardy, Paul K. Haines, Plaintiff Blanca E.
3 Belloso, and Jodey Lawrence of Phoenix Settlement Administrators, and the exhibits attached thereto,
4 the pleadings and other papers filed in this action, and on any further oral or documentary evidence or
5 argument presented at the time of hearing.

6
7 Dated: May 1, 2025

Respectfully Submitted,
LIDMAN LAW, APC

8
9
10 By:



Scott M. Lidman

11 Attorney for Plaintiff
12 BLANCA E. BELLOSO
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Blanca E. Belloso (“Plaintiff”) brought this class and representative action against
4 Defendant Hyatt Corporation doing business as Hyatt Regency Huntington Beach (hereinafter “Hyatt”
5 or “Defendant”) alleging various wage and hour and related violations. Plaintiff’s primary allegations
6 are that Defendant: (1) engaged in minimum wage violations; (2) failed to pay all overtime wages; (3)
7 engaged in meal period violations; (4) engaged in rest period violations; (5) is subject to wage statement
8 penalties; (6) is subject to waiting time penalties; (7) failed to reimburse for all necessary business
9 expenditures; (8) failed to pay sick pay wages at the correct rate of pay; (9) engaged in unlawful business
10 practices; and (10) is liable for civil penalties under the Labor Code Private Attorneys General Act of
11 2004 (“PAGA”).

12 Plaintiff now respectfully requests that this Court preliminarily approve this non-reversionary,
13 class action settlement,¹ in which Defendant has agreed to pay One Hundred Sixty-Five Thousand
14 Dollars (\$165,000.00) to the following Settlement Class:

15 All individuals who were employed by Defendant at the Hyatt Regency
16 Huntington Beach hotel in California and classified as a non-exempt employee
17 at any time during the Class Period, who did not sign arbitration agreements
during the Class Period.

18 The “Class Period” is defined as October 11, 2019 through January 15, 2025.

19 Additionally, for the purposes of this settlement only, Aggrieved Employees shall be defined
20 as:

21 All individuals who were employed by Defendant at the Hyatt Regency
22 Huntington Beach hotel in California and classified as a non-exempt employee
23 at any time during the PAGA Period, irrespective of whether they are signatories
24 of an arbitration agreement.

25
26 ¹ The Class Action and PAGA Settlement Agreement (“Settlement”) is attached to the Declaration of
27 Scott M. Lidman as Exhibit 2. The Notice of Proposed Settlement of Class Action and Hearing Date of
28 Final Court Approval is attached to the Settlement as Exhibit A. All defined terms in this motion have
the same definitions as used in the Settlement.

1 The “PAGA Period” shall mean the time period between October 15, 2022
2 though January 15, 2025.

3 Significantly, Settlement Class Members do not need to file a claim to participate; they will
4 automatically receive a payment unless they affirmatively opt-out. After deducting administration
5 costs, Plaintiff’s service award, attorneys’ fees and costs, and PAGA civil penalties, the remaining Net
6 Settlement Amount (“NSA”) of approximately \$30,000.00 will be distributed to all Settlement Class
7 members who do not opt-out of the Settlement. There are approximately 454 Settlement Class
8 members, which means the average payment to each Settlement Class member is currently expected to
9 be approximately **\$66.07**, which does not include the \$5,000.00 PAGA Amount to PAGA Employees.

10 This proposed Settlement is well-within the range of possible approval in light of the significant
11 legal and factual obstacles that Plaintiff faced, the risks and costs of further litigation, and the tangible
12 monetary benefits to be received by the Settlement Class. For the reasons discussed herein, Plaintiff
13 respectfully requests that the Court grant preliminary approval of the Settlement.

14 **II. SUMMARY OF THE LITIGATION**

15 **A. THE PARTIES, PROCEDURAL HISTORY, DISCOVERY, AND ARMS- 16 LENGTH NEGOTIATIONS**

17 **1. The Parties**

18 Defendant owns and operates hotels, including the Hyatt Regency Huntington Beach hotel.
19 Declaration of Scott M. Lidman (“Lidman Decl.”), ¶ 10. Plaintiff worked for Defendant as a non-exempt
20 employee between approximately April 1996 until approximately July 17, 2023. *See* Declaration of
21 Blanca E. Belloso (“Belloso Decl.”), ¶ 2. She worked as a server and her job duties included waiting
22 on tables, serving food, and delivering room service to hotel guests. *Id.*

23 **2. Procedural History**

24 On October 11, 2023, Plaintiff filed a putative class action complaint against Defendant in
25 Orange County Superior Court (“Class Action”). Declaration of Scott M. Lidman (“Lidman Decl.”), ¶
26 10. On December 18, 2023, Plaintiff filed a separate action for penalties under the Private Attorneys
27 General Act of 2004 (“PAGA Action”). *Id.* On November 20, 2023, Defendant removed the Class
28 Action to federal court (United States District Court, Central District of California, case no. 8:23-cv-

1 2178-DOC(JDEx)). *Id.* The Class Action was remanded back to state court on October 21, 2024. *Id.*
2 On January 21, 2025, to effectuate the terms of the Settlement, the Parties filed a joint stipulation to
3 consolidate the Class Action and PAGA Action. *Id.* On January 23, 2025, per the Court's order, the
4 cases were consolidated. *Id.* Therefore, Plaintiff alleges that Defendant: (1) engaged in minimum wage
5 violations; (2) failed to pay all overtime wages; (3) engaged in meal period violations; (4) engaged in
6 rest period violations; (5) is subject to wage statement penalties; (6) is subject to waiting time penalties;
7 (7) failed to reimburse for all necessary business expenditures; (8) failed to pay sick pay wages at the
8 correct rate of pay; (9) engaged in unfair competition; and (10) is liable for civil penalties under the
9 PAGA. *Id.*

10 **3. Discovery**

11 In the instant action, the Parties have engaged in formal discovery. Lidman Decl., ¶ 11. On
12 December 29, 2023, Plaintiff served the following written discovery on Defendant: Interrogatories (Set
13 One), Interrogatories (Set Two), and Requests for Production of Documents (Set One). *Id.* On February
14 26, 2024, Defendant served its responses and objections to Plaintiff's discovery requests. *Id.*

15 On February 28, 2024, Defendant served on Plaintiff Requests for Production of Documents
16 (Set One). Lidman Decl., ¶ 11. On March 29, 2024, Plaintiff served her responses and objections to
17 Defendant's discovery requests. *Id.* In connection with the written discovery, Defendant produced time
18 punch records and pay records for the putative class. *Id.* Defendant also took the deposition of Plaintiff.
19 *Id.*

20 The *Belaire-West* notice process was completed and the contact information for the putative
21 class members who did not opt out was provided on April 4, 2024. Lidman Decl., ¶ 11.

22 After the detailed review of the Defendant's discovery responses and document production,
23 Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses
24 of Plaintiff's case. Lidman Decl., ¶ 11. This discovery allowed the parties to assess the merits and
25 value of Plaintiff's claims and Defendant's defenses thereto, if a settlement could not be reached. *Id.*

26 **4. Arms-Length Negotiations**

27 On October 17, 2024, a mediation was held with Phillip K. Cha, Esq. a well-respected wage and
28 hour mediator. Lidman Decl., ¶ 12. During mediation, the Parties vigorously debated their opposing

1 legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and
2 defenses. *Id.* As a result of the mediator's proposal, the parties reached a settlement in principle *Id.* In
3 the weeks that followed, the parties finalized the terms of settlement and executed the Class and PAGA
4 Action Settlement Agreement ("Settlement"). *Id.*

5 **III. ARGUMENT**

6 **A. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

7 California Rule of Court 3.769 conditions settlement of a class action on court approval, which
8 is generally evaluated under the federal standards applicable under Rule 23 of the Federal Rules of
9 Civil Procedure. *See Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322 requires trial
10 court to determine "that the settlement is fair, reasonable and adequate to all concerned"); *Hanlon v.*
11 *Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026 requires the trial court to determine "whether a
12 proposed settlement is fundamentally fair, adequate, and reasonable").

13 As further explained below, the Settlement Class satisfies the criteria for certification of a
14 settlement class under California law because: (1) the Settlement Class is so numerous that joinder
15 would be impractical; (2) common questions of law and fact predominate over individual questions
16 such that class certification is the most efficient and desirable way to maintain this litigation; (3)
17 Plaintiff's claims are typical of the claims of absent Settlement Class members; and (4) Plaintiff and
18 her counsel will fairly and adequately represent Settlement Class members' interest. *See* Cal. Civ. Proc.
§ 382.

19 **1. Numerosity is Satisfied.**

20 Here, the proposed Settlement Class consists of approximately 454 members, and is therefore
21 sufficiently numerous as to make joinder impracticable. *See* Lidman Decl., ¶ 14; *See, e.g., Bowles v.*
22 *Sup. Ct.* (1955) 44 Cal.2d 574 (holding a class representing 10 beneficiaries of a trust sufficiently
23 numerous). Thus, numerosity is satisfied.

24 Further, a class is "ascertainable" where the members "may be readily identified without
25 unreasonable expense or time by reference to official [or business] records." *See Sevidal v. Target*
26 *Corp.* (2010) 189 Cal.App.4th 905, 916 (alterations in original). Here, the proposed Settlement Class
27 is defined as "all individuals who were employed by Defendant in California at the Hyatt Regency
28

1 Huntington Beach hotel in California and classified as a non-exempt employee at any time during the
2 Class Period, who did not sign arbitration agreements during the Class Period.” Lidman Decl., ¶ 14.
3 Here, the proposed Settlement Class is ascertainable through Defendant’s personnel files and employee
4 records maintained in the regular course of business. *Id.*

5 **2. Commonality is Satisfied.**

6 The focus in a certification dispute is not the merits, but rather on what types of questions,
7 “common or individual,” are likely to arise in the action. *See Sav-On Drug Store, Inc. v. Superior*
8 *Court (Rocher)* (2004) 34 Cal.4th 319, 327.

9 Here, Plaintiff contends that Settlement Class Members’ claims arise from Defendant’s
10 common, uniform policies and practices that applied to Settlement Class members during the class
11 period. Lidman Decl., ¶ 16. Specifically, Plaintiff alleged that Defendant’s common and uniform
12 policies and practices resulted in the following violations: (1) minimum wage violations; (2) failure to
13 pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement
14 penalties; (6) waiting time penalties; (7) failure to reimburse for all necessary business expenditures;
15 (8) failure to pay sick pay wages at the correct rate of pay; (9) unfair competition; and (10) liability for
16 civil penalties under the PAGA. *Id.* As a result of the common and uniform policies and practices that
17 applied to all Settlement Class Members, their claims involve common questions of law and fact,
18 including but not limited to:

- 19 1. Whether Defendant’s timekeeping policies and/or practices resulted in the failure to
20 properly compensate non-exempt employees minimum and overtime wages for all hours
21 worked;
- 22 2. Whether Defendant provided all legally compliant meal periods;
- 23 3. Whether Defendant authorized and permitted all legally compliant rest periods;
- 24 4. Whether Defendant provided meal and/or rest period premium payments for non-
25 compliant meal and/or rest periods;
- 26 5. Whether Defendant furnished legally compliant wage statements;
- 27 6. Whether Defendant’s policies and/or practices for the timing and amount of payment of
28 final wages at the time of separation from employment were unlawful;

7. Whether Defendant failed to pay sick pay at the regular rate of pay; and

8. Whether Defendant failed to reimburse for necessary work expenses.

These alleged practices result in common questions as to the affected Settlement Class Members. *See e.g., Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701, 726.

3. Typicality is Satisfied.

The typicality requirement is satisfied where class representatives have claims that are typical of those of the rest of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 (finding typicality satisfied where named Plaintiff purchased the same goods as the putative class in a consumer class action).

Here, Plaintiff's claims are typical of those held by the members of the proposed Settlement Class. First, Plaintiff was employed by Defendant during the Class Period as a non-exempt employee and was subject to Defendant's wage and hour policies at issue in this case. *See* Belloso Decl., ¶ 2. Second, Plaintiff was allegedly injured by the same challenged policies that allegedly injured the Settlement Class as a whole. For example, Plaintiff asserts that she, like the members of the Classes, was required to work off-the-clock and thus was not provided all legally required minimum and overtime wages, was not provided all legally compliant meal periods, was not authorized nor permitted to take all legally required rest periods, was not paid sick pay at her regular rate of pay, was not paid all wages upon separation of her employment with Defendant, was not reimbursed for necessary business expenses, and was not provided with accurate, itemized wage statements. *See* Belloso Decl., ¶¶ 3-7. Given that Defendant's policies and practices applied to all non-exempt employees, Settlement Class Members possess a similar interest and have suffered similar alleged injuries as Plaintiff. Accordingly, because Plaintiff's claims and those of the Settlement Class all arise from the same conduct, typicality is satisfied.

4. Adequacy is Satisfied.

The adequacy requirement examines conflicts of interest between named parties and the class(es) they seek to represent. *Capital People First v. State Dept. of Developmental Services* 155 (2007) Cal.App.4th 676, 697.

1 Here, Plaintiff contends there are no conflicts of interest between Plaintiff and the Settlement
2 Class she seeks to represent. Belloso Decl., ¶ 14. Plaintiff's interests are aligned with those of the
3 Settlement Class Members, as they all seek monetary relief under the same facts and legal theories.
4 Additionally, Class Counsel does not have any conflict of interest with the Settlement Class. Lidman
5 Decl., ¶ 37; *See McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450-51 (adequacy satisfied
6 where there was no indication that Class Counsel were not qualified and the named plaintiff had no
7 interests antagonistic to those of the proposed class). Class Counsel have extensive experience in wage
8 and hour class action litigation and have vigorously litigated this case. *See* Lidman Decl., ¶¶2-8;
9 Declaration of Milan Moore ("Moore Decl."), ¶¶ 2-5; Declaration of Tiara Gose-Hardy ("Gose-Hardy
10 Decl."), ¶¶ 2-3; Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-8.

11 **B. THE COURT SHOULD GRANT PRELIMINARY APPROVAL OF THE**
12 **PROPOSED CLASS ACTION SETTLEMENT BECAUSE IT IS FAIR,**
13 **ADEQUATE, AND REASONABLE**

14 Settlement is the preferred means of dispute resolution, particularly in complex class action
15 litigation. *See In re Syncor ERISA Litig.* (9th Cir. 2008) 516 F.3d 1095, 1101. The Court's role in
16 evaluating a proposed settlement is limited to ensuring that the agreement taken as a whole is fair. *See*
17 *e.g., Hanlon, supra*, 150 F.3d at 1027. There is an initial presumption of fairness where, as here, the
18 Settlement agreement was negotiated at arm's length by class counsel and with the assistance of an
19 experienced wage and hour class action mediator. *See e.g. Kullar v. Foot Locker Retail, Inc.* (2008)
20 168 Cal.App.4th 116, 130.

21 **1. The Preliminary Approval Standard is Met**

22 To make a fairness determination, the Court should consider several factors, including: "the
23 strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the
24 risk of maintaining class action status through trial, the amount offered in settlement, the extent of
25 discovery completed and the stage of the proceedings, [and] the experience and views of counsel."
26 *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. "The list of factors is not exclusive and the
27 court is free to engage in a balancing and weighing of the factors depending on the circumstances of
28 each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 230, 245. As discussed below,

1 the proposed Settlement is fair, adequate, and reasonable in light of the overall balance of factors in this
2 case.

3 **a. The Strength of Plaintiff's Case**

4 Although Plaintiff maintains that her claims are meritorious, Plaintiff acknowledges that there
5 were substantial risks and uncertainty in proceeding with litigation. As described below, Defendant
6 presented multiple defenses to Plaintiff's claims, both on the merits and class certification. Thus, while
7 Plaintiff was prepared to litigate these claims through certification, and ultimately trial, success was far
8 from certain.

9 **b. Risk, Expenses, Complexity, and Duration of Further Litigation**

10 Although the parties engaged in formal discovery throughout this action, the parties still had
11 significant discovery to complete in formal litigation had the matter not settled. Lidman Decl., ¶ 38.
12 Moreover, Plaintiff still had to file for class certification and faced the prospect of appeals in the wake
13 of a disputed class certification ruling for Plaintiff and/or an adverse summary judgment ruling. *Id.*
14 Even if the classes sought to be certified by Plaintiff were in fact certified, the parties would incur
15 considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible
16 appeal. *Id.* This Settlement avoids those risks and the accompanying expense. Thus, this factor
supports preliminary approval.

17 **c. Risk of Maintaining Class Action Status**

18 Plaintiff had not yet filed her motion for class certification and as such, the extent to which
19 Plaintiff's proposed classes were certifiable is not certain. This is especially true given that a number
20 of putative class members signed arbitration agreements that Defendant contends are enforceable and
21 covers the claims alleged in the instant action. Absent settlement, there was a risk that there would not
22 be a certified class at the time of trial.

23 **d. Overview of the Settlement Agreement**

24 If the Court approves this Settlement, Defendant will pay a Gross Settlement Amount ("GSA")
25 of \$165,000.² Lidman Decl., ¶ 13, Exh. 2 (Settlement, ¶ 3.1). Significantly, this Settlement is **non-**

26
27 ² Defendant represents that there are an estimated 15,770 non-arbitration Workweeks during the Class Period, and has
28 produced records that can be and were independently validated by Class Counsel as to this number. *See* Settlement, ¶ 9. If
the number of non-arbitration Workweeks worked by the Settlement Class Members during the Class Period is ten percent

reversionary, and no Settlement Class member will have to submit a claim form to receive a Settlement Award. *Id.* (Settlement at ¶ 3.1.). Each Settlement Class member will automatically receive a Settlement Award unless he or she affirmatively opts out of the Settlement. *Id.* The monetary terms of the Settlement are summarized below:

Gross Settlement Amount (“GSA”):	\$165,000.00
Minus Court-approved attorneys’ fees (1/3 of GSA):	\$55,000.00
Minus Court-approved, verified costs (up to):	\$40,000.00
Minus Court-approved Class Representative Service Award (up to):	\$10,000.00
Minus Settlement Administration Costs:	\$10,000.00
Minus PAGA Civil Penalties:	\$20,000.00
Net Settlement Amount (“NSA”):	\$30,000.00

Defendant shall deposit the Gross Settlement Amount (including one-third of any increase to the Gross Settlement Amount pursuant to the Escalator Clause if such increase is triggered and elected by Defendant) and Defendant’s share of all payroll taxes on the portion allocated as wages with the Settlement Administrator within fourteen (14) days after the Effective Date.³ *See* Settlement, ¶ 4.3.

After deducting amounts for the Court-approved attorneys’ fees and verified costs, Service Award to Plaintiff, Settlement Administrator costs, and the PAGA Civil Penalties, the Settlement requires Defendant to pay a Net Settlement Amount (“NSA”) of at least \$30,000.00 to all Settlement Class members who do not timely opt out. Lidman Decl., ¶ 13. This amount does not include the \$5,000.00 PAGA Amount to be paid to the Aggrieved Employees.

(10%) or greater than this figure (*i.e.*, if there are 17,347 or more non-arbitration Workweeks worked by the Class Members), Defendant agrees to, at its option, either: (1) increase the Gross Settlement Amount on a proportional basis (*i.e.*, if there was 12% increase in the number of non-arbitration workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 2%); or (2) end the Class Period and PAGA Period, including the releases, on the first date on which the non-arbitration Workweeks worked by the Class Members is 17,347 or more. *Id.*

³ This Settlement shall become effective on the “Effective Date” which means the date upon which both of the following have occurred: (i) final approval of the settlement is granted by the Court, and (ii) the Court’s judgment approving the settlement becomes Final. The term “Final” shall mean the latest of : (i) if there is an appeal of the Court’s judgment, the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court and/or a petition for writ of certiorari to the United States Supreme Court, or (ii) if a petition for review or writ of certiorari is filed, the date of denial of the petition for review or writ of certiorari, or the date the judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the judgment. *See* Settlement, ¶ 1.19.

1 According to Defendant, there are approximately 454 total Settlement Class members. Lidman
2 Decl., ¶ 14. From the Net Settlement Amount, the Settlement Administrator will calculate each
3 Settlement Class member's Settlement Award based on the following formula:

4 Each participating Settlement Class member shall receive a proportionate settlement share based
5 upon the number of Workweeks worked during the Class Period. The Individual Class Payments will
6 be calculated by (a) dividing the Net Settlement Amount by the total number of non-arbitration
7 Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the
8 result by each Participating Class Member's non-arbitration Workweeks. Settlement, ¶ 3.2(e). Thus,
9 the average Individual Settlement Award is projected to be approximately **\$66.07**. Lidman Decl., ¶ 14.
10 There are approximately 15,770 non-arbitration workweeks during the Class Period, which means the
11 net value per workweek is \$1.90 (\$30,000 NSA / 15,770 workweeks). *Id.* Therefore, the lowest
12 estimated individual payment for a Settlement Class member is \$1.90, while the highest estimated
13 individual payment for a Settlement Class member is \$361.00 (\$1.90 x 190 workweeks). *Id.*

14 In addition, Five Thousand Dollars and Zero Cents (\$5,000.00), of the Gross Settlement Amount
15 will be allocated to the Individual PAGA Payments. Settlement, ¶ 3.2(d). Each PAGA Employee shall
16 receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked
17 during the PAGA Period, and which will be calculated by (a) dividing the \$5,000.00 by the total number
18 of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying
19 the result by each Aggrieved Employee's PAGA Pay Periods. Settlement, ¶ 3.2(d). There are
20 approximately 14,583 PAGA Pay Periods. Lidman Decl., ¶ 15. The average PAGA Payment to
21 Aggrieved Employees is \$8.05, while the lowest PAGA payment is estimated to be \$0.34, and the
22 highest PAGA payment is estimated to be \$11.90. *Id.*

23 Settlement Class members will have 45 calendar days from the mailing of the Notice Packet to
24 opt-out or object to the Settlement, thereby providing ample time to review the Notice Packet without
25 unduly delaying the Settlement. *See* Settlement, ¶ 1.5. Those Settlement Class Members who do not
26 opt-out of the Settlement will be bound by its terms and will release all claims against Hyatt included
27 within the Settlement, for the period between October 11, 2019 through January 15, 2025. *See*
28 Settlement, ¶ 6.2.

1 **e. The Parties Engaged in Fair and Honest Negotiations.**

2 This Settlement was a result of serious, informed, non-collusive negotiations with the assistance
3 of a mediator. As part of formal discovery, Defendant produced time records and payroll data and
4 other documents and policies. Lidman Decl., ¶¶ 11. Class Counsel drew on their extensive experience
5 in similar cases to assess the strengths and weaknesses of Plaintiff’s case. *Id.* This discovery allowed
6 the parties to assess the merits and value of Plaintiff’s claims and Defendant’s defenses thereto, if a
7 settlement could not be reached. *Id.*

8 On October 17, 2024, the parties participated in full-day mediation with Phillip K. Cha, a wage
9 and hour class action mediator. Lidman Decl., ¶ 12. During mediation, the parties vigorously debated
10 their opposing legal positions, the likelihood of certification of Plaintiff’s claims, the legal basis for the
11 claims and defenses. *Id.* As a result of the mediator’s proposal, the parties reached a settlement in
12 principle. *Id.* Since mediation, the Parties finalized the terms and executed the Settlement. *Id.*; Exhibit
13 2.

14 Thus, the proposed Settlement is entitled to an initial presumption of fairness as it is the result
15 of factual investigation and data analysis; the exchange of information and class data, including
16 timekeeping and payroll records; arm’s length negotiations by counsel; and mediation before an
17 experienced wage and hour class action mediator. *See* Lidman Decl., ¶¶ 11-12; *See Kullar, supra*, 168
18 Cal.App.4th at 130.

19 Further, there are no deficiencies in the Settlement. The Settlement does not grant preferential
20 treatment to the class representative or segments of the class, and is within the range of possible
21 approval, as discussed in detail below. The Settlement will provide monetary relief to Settlement Class
22 Members. The amounts proposed for Class Counsel’s attorneys’ fees and costs, and service award are
23 all reasonable and appropriate based on the facts of this case. Because the Settlement is devoid of
24 obvious deficiencies, this factor supports preliminary approval.

25 **f. Amount Offered in Settlement Given Realistic Value of Claims**

26 The Settlement provides a fair and reasonable monetary recovery for the Settlement Class in
27 the face of disputed claims. Plaintiff’s analysis of the maximum and realistic expected recoveries for
28 each of the theories of liability pled is set forth below:

Defendant Failed to Pay Minimum and Overtime Wages Due to Off-The-Clock Work: Plaintiff alleges that throughout the relevant time period, that she and the other non-exempt employees were not paid for all time worked. Lidman Decl., ¶¶ 17. Specifically, Plaintiff contends that Defendant did not compensate its non-exempt employees for the time spent preparing for work prior to clocking in and/or time spent cleaning and prepping at the end of a shift after clocking out. *Id.* Accordingly, Plaintiff contends that Defendant did not compensate Plaintiff and other non-exempt employees for all minimum and overtime wages earned. *Id.* Plaintiff calculated Defendant's alleged exposure for unpaid minimum and overtime wages at \$172,130.00. *Id.*

Defendant contends that it compensated Settlement Class members for all of their time worked. Lidman Decl., ¶ 18. Defendant further asserts that Plaintiff would be unable to certify this class given the individualized inquiries that would be required. *Id.* In light of these defenses, Plaintiff discounted the maximum exposure by 55% for the risk of non-certification, and an additional 45% to account for Defendant's defenses on the merits, to arrive at an estimated exposure of \$42,602.18. *Id.*

Defendant Failed to Pay Sick Pay at The Regular Rate of Pay: Plaintiff alleges Defendant failed to pay sick days at the regular rate of pay. Lidman Decl., ¶ 19. Specifically, Plaintiff alleges that she and other non-exempt employees received various forms of non-discretionary bonuses, compensation related to service charges, and/or other forms of pay not properly excludable as a matter of law when calculating an employee's regular rate of pay (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). *Id.* Despite Defendant's payment of Incentive Pay to Plaintiff and non-exempt employees, Plaintiff contends that Defendant failed to include all forms of Incentive Pay when calculating Plaintiff's and non-exempt employees' regular rate of pay, thereby causing Plaintiff and other non-exempt employees to be underpaid for all of their sick pay. *Id.* Plaintiff alleges Defendant's policies and/or procedures failed to include all forms of Incentive Pay when calculating the regular rate of pay for sick days and unlawfully paid sick days at the straight time or base rate of pay. *Id.* As such, Plaintiff calculated Defendant's alleged exposure for unpaid sick pay wages at \$9,345.00. *Id.*

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1 Defendant contends that any additional compensation received by non-exempt employees was
2 discretionary and therefore not required to be included when calculating the regular rate of pay for the
3 purposes of sick pay. Lidman Decl., ¶ 20. Defendant further contends that it has always properly
4 calculated the regular rate of pay, and has produced pay data demonstrating that the regular rate was
5 calculated correctly. *Id.* Defendant further asserts that Plaintiff would be unable to certify this class
6 given the individualized inquiries that would be required. *Id.* In light of these defenses, Plaintiff
7 discounted the maximum exposure by 45% for the risk of non-certification, and an additional 60% to
8 account for Defendant's defenses on the merits, to arrive at an estimated exposure of \$2,055.90. *Id.*

9 Meal Period Violations: Plaintiff alleges that she and the Settlement Class Members were not
10 provided with all legally-compliant meal periods beginning before the end of the fifth hour of work, nor
11 were they provided second meal periods when working shifts longer than 10.0 hours. Lidman Decl., ¶
12 21. Specifically, Plaintiff alleges Defendant's supervisors were responsible for scheduling meal periods
13 and Plaintiff and Settlement Class members were not permitted to take their meal periods unless and
14 until their supervisor affirmatively relieved them from their duties. *Id.* As a result of this human-
15 controlled process for providing meal periods, Plaintiff contends that Settlement Class members were
16 not provided with a meal period until after the fifth hour of work had concluded. *Id.* Additionally,
17 Plaintiff contends that Defendant failed to provide second meal periods for shifts that were over 10.0
18 hours. *Id.* Accordingly, Plaintiff calculated Defendant's alleged exposure on the meal period claim at
19 \$293,843.00. *Id.*

20 Defendant counters that it has always maintained a lawful meal period policy and provided non-
21 exempt employees with an opportunity to take all legally compliant meal periods, and any non-
22 compliant meal periods reflected in employee timekeeping records were solely the result of employee
23 choice, rather than any policy or practice of Defendant. Lidman Decl., ¶ 22. Defendant argues that it
24 requires its employees to attest to receiving their required meal periods at the end of each shift by
25 completing an attestation stating the employees were provided the opportunity to take a meal period.
26 *Id.* If there is a "no" on the attestation at the end of a pay cycle, employees received a meal period
27 premium. *Id.* Defendant also contends that its pay records demonstrate payment of meal period
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1 premiums to putative class members. *Id.* Defendant points out that under *Brinker Restaurant Corp. v.*
2 *Superior Court* (2012) 53 Cal. 4th 1004, it is only required to “provide” the opportunity to take meal
3 periods, not “ensure” meal periods are taken, and that they have always done so. *Id.*; *Brinker, supra*,
4 53 Cal.4th at 1038 (rejecting “ensure” standard). Finally, Defendant contends Plaintiff’s meal period
5 claim is not suited for class certification, given that individual inquiries would be required to assess
6 which employees took non-compliant meal periods, how many meal periods were non-compliant or
7 missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal
8 period during a particular shift. *Id.* Accordingly, Plaintiff discounted the maximum exposure by 30%
9 for the risk of non-certification, and an additional 45% to account for Defendant’s defenses on the
10 merits to arrive at an estimated exposure of \$113,129.56. *Id.*

11 Rest Period Violations: Plaintiff alleges that she and Settlement Class Members were also not
12 authorized and permitted to take all required rest periods due to Defendant’s rest period policies and
13 practices. Lidman Decl., ¶ 23. Specifically, Plaintiff alleges that due to the nature of the hotel resort
14 business and supervisors being responsible for releasing employees for rest periods, Plaintiff and
15 Settlement Class members were unable to take any required rest periods. *Id.* Thus, Plaintiff alleges that
16 she and other non-exempt employees experienced at least one rest period violation on every shift worked
17 in excess of 3.5 hours, which was approximately 59,962 shifts. *Id.* Therefore, Plaintiff calculated
18 Defendant’s maximum potential exposure for the alleged rest period violations at approximately
19 \$1,308,970 (59,962 shifts over 3.5 hours x \$21.83). *Id.*

20 Defendant contends it has always maintained and enforced lawful rest period policies and
21 practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest
22 periods in compliance with California law. Lidman Decl., ¶ 24. Defendant argues that it requires its
23 employees to attest to receiving their required rest periods at the end of each shift by completing an
24 attestation stating the employees were provided the opportunity to take a rest period. *Id.* If there is a
25 “no” on the attestation at the end of a pay cycle, employees received a rest period premium. *Id.*
26 Defendant also contends that its pay records demonstrate payment of rest period premiums to putative
27 class members. *Id.* Defendant also argues that Plaintiff’s rest period claim is inherently unsuited for
28

1 class treatment as it requires an individualized inquiry into whether each Settlement Class Member was
2 in fact authorized and permitted to take a compliant rest period, which would devolve into an
3 unmanageable series of mini-trials. *Id.* Accordingly, Plaintiff discounted the maximum exposure by
4 50% for the risk of non-certification, and an additional 55% to account for Defendant’s defenses on the
5 merits to arrive at an estimated exposure of \$294,518.25. *Id.*

6 Wage Statement Violations: Plaintiff further alleges that Defendant issued inaccurate wage
7 statements in violation of Labor Code § 226 as a result of the alleged unpaid wages and meal and rest
8 period premium wages described above. Lidman Decl., ¶ 25. Specifically, Plaintiff contends that this
9 conduct violated Labor Code § 226(a) because the wage statements issued to Settlement Class Members
10 did not include all hours worked and the rate at which they were being paid. *Id.* Plaintiff calculated
11 Defendant’s maximum potential exposure for wage statement violations at approximately \$117,450. *Id.*

12 Defendant argues that its alleged wage statement violations could not be shown to be “knowing
13 and intentional,” and that Plaintiff cannot show that she or any other employee “suffer[ed] injury” as a
14 result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of
15 penalties. Lidman Decl., ¶ 26. Defendant also argues that recovery of wage statement penalties as a
16 derivative claim for other alleged violations (such as unpaid wages or meal/rest periods) is an unlawful
17 double recovery prohibited under binding California law, including *Maldonado v. Epsilon Plastics, Inc.*,
18 22 Cal. App. 5th 1308 (2018) and *Soto v. Motel 6 Operating, L.P.*, 4 Cal. App. 5th 385 (2016). *Id.* As
19 such, Plaintiff discounted the calculated exposure by 25% for a risk of non-certification and an additional
20 30% for a risk of being unsuccessful on the merits, to arrive at an estimated total of approximately
21 \$61,661.25. *Id.*

22 Waiting Time Penalties: Plaintiff alleges that Defendant is also liable for waiting time penalties
23 under Labor Code section 203 as a result of its failure to pay all wages. Lidman Decl., ¶ 27. Based on
24 the data provided by Defendant, there were approximately 308 Settlement Class Members who have
25 separated their employment with Defendant during the relevant time period who could be entitled to
26 waiting time penalties. *Id.* Therefore, Plaintiff calculated Defendant’s maximum potential exposure for
27 waiting time penalties at approximately \$1,613,673.60 (308 former employees x \$21.83 x 30 days x 8
28 hours/day). *Id.*

1 Defendant asserts it has strong defenses to the waiting time claim because there exist good-faith
2 disputes as to Plaintiff's underlying claims, precluding imposition of penalties. Lidman Decl., ¶ 28;
3 See also 8 Cal. Code Regs. § 13520 (a "good faith dispute that any wages are due will preclude
4 imposition of waiting time penalties"); *Kao v. Joy Holiday*, 12 Cal.App.5th 947, 963 (2017) (holding
5 that "good faith dispute" over whether employee was exempt precluded imposition of waiting time
6 penalties over contested wages owed). Accordingly, Plaintiff discounted the maximum exposure by
7 50% for the risk of non-certification, and an additional 55% to account for Defendant's defenses on the
8 merits, to arrive at an estimated exposure of approximately \$363,076.56. *Id.*

9 Defendant Failed to Reimburse For Necessary Business Expenditures: Plaintiff alleges
10 Defendant failed to reimburse non-exempt employees for all necessary business expenses incurred.
11 Lidman Decl., ¶ 29. Specifically, Defendant required Plaintiff and non-exempt employees to use their
12 personal cell phones for work-related purposes but did not reimburse the non-exempt employees for
13 such usage in violation of Labor Code § 2802. *Id.* Therefore, Plaintiff calculated Defendant's potential
14 exposure for unreimbursed business expenses at approximately \$98,562.50 (15,770 workweeks x
15 \$6.25/workweek). *Id.*

16 Defendant contends employees were not required to use their personal electronic devices to
17 communicate with team members and would only do so at their own volition, and were prohibited by
18 Defendant's policies from using personal devices. Lidman Decl., ¶ 30. Defendant further contends
19 that any purportedly necessary expenses incurred by non-exempt employees were minimal. *Id.* In
20 light of these defenses and Defendant's argument that the Court would exercise its discretion to reduce
21 any civil penalty due to its good faith efforts to comply with applicable law, Plaintiff discounted the
22 maximum recovery on this claim by 45% for the risk of non-certification, and an additional 60% to
23 account for the risk that Defendant could prevail on its defenses, to arrive at a projected total of
24 approximately \$21,683.75. *Id.*

25 PAGA Civil Penalties: Plaintiff also seeks civil penalties under the PAGA as a result of the
26 foregoing alleged Labor Code violations. Lidman Decl., ¶ 31. Plaintiff calculated Defendant's
27 maximum potential exposure at \$123,300.00 based on each unique Labor code violation for failure to
28 pay all minimum and overtime wages due, meal period violations, rest period violations, and wage

1 statement violations. *Id.*; see *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1207 (finding
2 “initial” violation rate applies until employer is notified that it is violating a Labor Code provision).

3 Defendant argues that Plaintiff’s PAGA claim will fail for the same reasons that her underlying
4 claims will fail. Lidman Decl., ¶ 32; see *Price v. Starbucks Corp.* (2011) 192 Cal.App.4th 1136, 1147
5 (“Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail.”).
6 Defendant also maintains that, given its good faith defenses, this Court would exercise its discretion to
7 substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff’s claims.
8 See Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112,
9 1135 (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc.* (C.D. Cal. 2011) Case No. ED
10 CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties from \$2.8 million to
11 \$500,000). Therefore, Plaintiff discounted the maximum exposure figure by 60% for a risk of being
12 unsuccessful on the merits, and an additional 65% to account for the possibility of this Court reducing
13 penalties, to arrive at an estimated exposure of \$17,262.00. *Id.*

14 **g. The Settlement Is Within the Range of Possible Approval**

15 Using these estimated figures for each of the claims described above, Plaintiff predicted the
16 realistic total recovery for the Settlement Class would be approximately \$854,328.19. Lidman Decl., ¶
17 33. The proposed settlement of \$165,000.00 therefore represents approximately 19% of the reasonably
18 forecasted recovery for the Settlement Class. *Id.* Preliminary approval is appropriate as the settlement
19 will provide tangible monetary relief to Settlement Class members and will still provide an average
20 recovery to Settlement Class members of over \$65, which is a solid result given the existence of
arbitration agreements and Defendant’s defenses to the majority of Plaintiff’s claims. *Id.*

21 The proposed settlement reflects approximately 19% of the estimated recovery the Settlement
22 Class could reasonably expect in light of the significant litigation and collection risks, and will provide
23 tangible monetary compensation for hotly disputed claims. Indeed, the percentage of the liability
24 exposure recovered in this case exceeds percentages routinely approved by courts. See, e.g., *Glass v.*
25 *UBS Finan. Servs.* (N.D. Cal. 2007) Case No. C-06-4068 MMC, 2007 WL 221862, *4 (approving
26 settlement representing 25% to 35% of potential damages); *Dunleavy v. Nadler* (9th Cir. 2000) 213
27 F.3d 454, 459 (approving settlement representing about one-sixth of potential recovery); *Nat’l Rural*

1 *Telecomm. Coop. v. DirecTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 527 (“it is well-settled law that a
2 proposed settlement may be acceptable even though it amounts to only a fraction of the potential
3 recovery that might be available to the Settlement Class members at trial”). Thus, Plaintiff submits
4 that the proposed settlement is within the range of possible approval, such that notice should be
5 provided to the Settlement Class so that they can consider the Settlement. The Court will have the
6 opportunity to again assess the reasonableness of the Settlement after the Settlement Class has had the
7 opportunity to opt-out or object.

8 **h. The Experience and Views of Counsel**

9 “Parties represented by competent counsel are better positioned than courts to produce a
10 settlement that fairly reflects each party’s expected outcome in litigation.” *In re Pacific Enterprises*
11 *Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 378. Here, Plaintiff is represented by competent,
12 experienced counsel who possess extensive experience prosecuting and defending wage-and-hour class
13 actions, and who have been appointed as class counsel in numerous cases alleging similar claims. *See*
14 *Lidman Decl.*, ¶¶ 2-8; *Moore Decl.*, ¶¶ 2-5; *Gose-Hardy Decl.* ¶¶ 2-3; *Haines Decl.*, ¶¶ 2-8. Class
15 Counsel conducted an in-depth review of Defendant’s policies and timekeeping and payroll records,
16 and drew on their extensive experience in similar cases to assess the strengths and weaknesses of
17 Plaintiff’s case. *See Lidman Decl.*, ¶¶ 11, 17-32. The Settlement was also reached with the assistance
18 of an experienced wage and hour class action mediator. *Lidman Decl.*, ¶ 12. This factor strongly
19 supports preliminary approval of the Settlement. *See Kullar, supra*, 168 Cal.App.4th at 130.

20 **i. Attorneys’ Fees and Costs**

21 California courts recognize an appropriate method for awarding attorneys’ fees in class actions
22 is to award a percentage of the “common fund” created as a result of a settlement. *See e.g., Laffitte v.*
23 *Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 506 (holding “the percentage of fund method survives in
24 California class action cases”). Class Counsel’s request for fees of one-third of the GSA is well within
25 the range of reasonableness and, indeed, is considered the typical rate for common fund settlements.
26 Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the
27 circumstances of the case. *See 4 Newberg on Class Actions* § 14.6 (4th Ed. 2013).

1 Here, Class Counsel will also apply for an attorneys' fees award of one-third of the GSA, which
2 is currently estimated to be \$55,000.00, and up to \$40,000.00 in verified costs reimbursement. *See*
3 Lidman Decl., ¶ 34 and Exh. 2 (Settlement, ¶ 3.2(b)). Plaintiff submits the requested fee is fair
4 compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely
5 contingent fee basis. Lidman Decl., ¶ 34. Further, Plaintiff has provided written approval of the split
6 of attorneys' fees in this action. Lidman Decl., ¶ 35. Class Counsel has incurred substantial attorney
7 fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research,
8 propounding multiple sets of written discovery, responding to written discovery, lengthy meet and
9 confer conferences with defense counsel, participating in the *Belaire-West* opt out notice mailing,
10 reviewing Defendant's documents and policies, analyzing Plaintiff's timekeeping data and payroll
11 records, preparing for and defending the deposition of Plaintiff, preparing for and taking the deposition
12 of Defendant's Person(s) Most Qualified, preparing for and attending mediation, negotiating and
13 revising the long-form Settlement, preparing this Motion, and otherwise litigating the case. Lidman
14 Decl., ¶ 34. Class Counsel expects to expend additional attorney time in attending the hearing on this
15 Motion, overseeing the Notice process, fielding questions from Settlement Class members, preparing
16 the final approval papers, and attending the Final Approval hearing. *Id.*

17 Class Counsel submits that the request for attorneys' fees is reasonable when viewed as an
18 overall percentage of the settlement in light of the substantial risks, significant work undertaken, the
19 positive results obtained for the class, and the efficiency with which the Parties conducted the litigation.
20 Should the Court grant preliminary approval, Class Counsel will seek an award of attorneys' fees and
21 verified litigation costs at the time of seeking final approval of the Settlement, which will include a
22 lodestar analysis.

23 **j. Administration Costs**

24 Phoenix Settlement Administrator's fees and expenses are estimated not to exceed \$10,000.00.
25 *See* Declaration of Jodey Lawrence in support of Plaintiff's Motion for Preliminary Approval filed
26 concurrently herewith ("Lawrence Decl."). This request is reasonable in light of the proposed class size
27 of approximately 454 Settlement Class Members and the costs and expenses associated with
28

administering the Notice Packets and distributing the awards, including translating the documents to Spanish by a Court certified translator.

k. Class Representative Service Award

“[I]ncentive awards are fairly typical in class action cases . . . and are intended to compensate class representatives for work done on behalf of the class [and] to make up for financial or reputational risk undertaken in bringing the action.” *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1393-94.

Here, as part of the Settlement, Plaintiff will separately apply for a service award at the time of seeking final approval of the proposed class action settlement in the amount of \$10,000.00 for her services to the Settlement Class. Lidman Decl., ¶ 36, Exh. 2 (Settlement, ¶ 3.2(a)); Belloso Decl., ¶ 15. As will be fully briefed at the time of final approval, Plaintiff’s requested service award is intended to recognize the time and effort Plaintiff expended on behalf of the Settlement Class, including providing substantial factual information and documents to Class Counsel, multiple conferences with Class Counsel to discuss the claims and theories at issue in the litigation, sitting for a deposition, as well as the significant risks Plaintiff undertook by agreeing to serve as the named plaintiff in this case, and the fact that Plaintiff has agreed to a general release of all claims subject to a waiver of Civil Code § 1542. *See* Lidman Decl., ¶ 36; Belloso Decl, ¶¶ 3-15.

l. PAGA Civil Penalties

The parties have agreed to a PAGA award of \$20,000.00 and in accordance with California Labor Code section 2699(i), the LWDA will receive 75% of the amount attributable to PAGA penalties – or \$15,000. Settlement ¶ 3.2(d). This \$15,000.00 represents 9.1% of the \$165,000.00 Gross Settlement Amount and is within the range approved by Courts. *See, e.g., In re M.L. Stern Overtime Litig.*, No. CV 07-0118 BTM (JMAx), 2009 WL 995864, at *1 (S.D. Cal. Apr. 13, 2009) (approving PAGA settlement of 2 percent, or \$20,000); *Hopson v. Hanesbrands, Inc.*, No. CV 08-0844 EDL, 2008 WL 3385452, at *1 (S.D. Cal. Apr. 13, 2009) (approving a PAGA settlement of 0.3 percent, or \$1,500); *Nordstrom Comm’n Cases*, 186 Cal. App. 4th 576, 589 (2010) (approving settlement of wage and hour class action claims and PAGA claims under which no money was allocated to the PAGA claims).

1 **m. Payroll Taxes and Tax Allocation**

2 The Settlement provides that the employer's share of payroll taxes shall be paid separately from,
3 and in addition to, and the Gross Settlement Amount. Settlement ¶ 1.22.

4 **n. Uncashed Funds**

5 The Settlement provides that Settlement Class members will have 180 days from the date the
6 Settlement Administrator mails the checks to cash any and all payments. Settlement ¶ 5.2. Any funds
7 remaining after 180 days escheat to the California Secretary of State-Unclaimed Property Fund under
8 the unclaimed property laws in the name of the Settlement Class member. Settlement ¶ 5.4. As all
9 settlement funds will be distributed to the Settlement Class members, there will be no residue and
10 therefore it is unnecessary to designate *cy pres* recipients.

11 **C. SETTLEMENT IS DEVOID OF OBVIOUS DEFICIENCIES**

12 Preliminary approval of the Settlement is also warranted because there are no obvious
13 deficiencies. The Settlement will provide monetary relief to participating Settlement Class Members.
14 The amounts proposed for Class Counsel's attorneys' fees and costs, and service award are all
15 reasonable and appropriate based on the facts of this case. Because the Settlement is devoid of obvious
16 deficiencies, this factor supports preliminary approval.

17 **D. THE COURT SHOULD ORDER DISTRIBUTION OF THE PROPOSED
18 NOTICE TO SETTLEMENT CLASS MEMBERS**

19 Before the final approval hearing, the Court requires adequate notice of the settlement be given
20 to all class members. This Court should order distribution to the Settlement Class of the proposed
21 Notice Packet by first-class regular U.S. Mail, postage prepaid, using last known mailing address
22 information provided by Defendant, as updated by the Settlement Administrator through the National
23 Change of Address database. *See* Settlement, ¶ 5.2. The Notice Packets, which shall include the Court
24 Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, Allocation
25 Form, Request for Exclusion Form and Objection Form, will be mailed in both English and Spanish.
26 This manner of giving notice is the "best notice practicable" under the circumstances because it
27 provides "individual notice to all members who can be identified through reasonable effort." *See Eisen*
28 *v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 173. Here, Plaintiff proposes that the Settlement be

1 administered by Phoenix Settlement Administrators (“Phoenix”), an experienced class action
2 settlement administrator. *See generally* Lawrence Decl. and attached exhibits. Settlement Class
3 Members’ addresses will be ascertainable through Defendant’s personnel and payroll records, which
4 Defendant will provide to Phoenix within 15 days of preliminary approval of the Settlement. *See*
5 Settlement ¶ 4.2. Within 14 days of receipt of the Settlement Class Members’ addresses, Phoenix will
6 run the addresses through the United States Postal Service Notice of Change of Address database
7 (which provides updated addresses for any individual who has moved in the previous four years and
8 has notified the U.S. Postal Service of a forwarding address) and mail the notices to Settlement Class
9 members. *See* Settlement ¶ 8.4(b). To the extent that any notices are returned, within seven (7) days
10 after receipt of any Class Notice returned as undelivered, Phoenix will re-mail the Class Notice using
11 any forwarding address provided by the U.S.P.S. or conduct a Class Member Address Search to track
12 any Class Member’s current mailing address. *See* Settlement ¶ 8.4(c).

13 The content of the proposed Notice Packet satisfies California Rule of Court 3.766(d) because
14 it advises Settlement Class members of the nature of the claims, basic contentions and denials of the
15 parties, and the key terms of the Settlement, the 45-day deadline to opt-out or object to the Settlement
16 and the procedures by which to do so, explains the recovery formula and expected recovery amount
17 for each Settlement Class Member, provides them the opportunity to contest their total workweeks
18 included in the notice, and advises them that they will be bound by the terms of the Settlement if they
19 do not opt-out. *See* Lidman Decl., Exh. 2 (Settlement, Exh. A). The proposed Notice Packet will also
20 notify Settlement Class members of the final approval hearing date and provides Settlement Class
21 Members the contact information for Class Counsel and advises Settlement Class members that they
22 may enter an appearance through counsel if they wish to. This manner of giving notice satisfies
23 California Rule of Court 3.766(e) as the most reliable and cost-effective method of reaching Settlement
24 Class members.

25 **E. THE COURT SHOULD SET A FINAL APPROVAL HEARING**

26 Finally, this Court should set a hearing for final approval of the Settlement on October 15, 2025,
27 following the deadline by which Settlement Class members must file objections to the Settlement or
28 opt-out. *See* California Rule of Court 3.769.

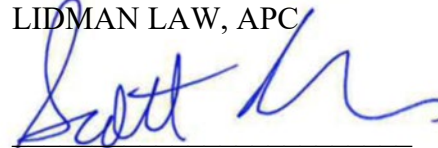
1 **IV. CONCLUSION**

2 For the foregoing reasons, Plaintiff respectfully requests that the Court preliminarily approve
3 the proposed Settlement, provisionally certify the Settlement Class, and enter the Proposed Order
4 Granting Preliminary Approval of Class Action Settlement submitted concurrently herewith.

5 Dated: May 1, 2025

Respectfully submitted,
LIDMAN LAW, APC

6
7 By:



8 Scott M. Lidman
9 Attorney for Plaintiff
BLANCA E. BELLOSO