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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF ORANGE**

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| BLANCA E. BELLOSO, as an individual and on behalf of all others similarly situated,<br><br>Plaintiff,<br><br>vs.<br><br>HYATT CORPORATION d.b.a. HYATT REGENCY HUNTINGTON BEACH, a Delaware corporation; and DOES 1 through 100,<br><br>Defendants. | Case No. 30-2023-01355826-CU-OE-CXC<br><br>[*Assigned for all purposes to the Hon. David A. Hoffer, Dept. CX103*]<br><br>**PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE'S ENHANCEMENT, AND ATTORNEYS' FEES AND COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**<br><br>Date: January 26, 2026<br>Time: 1:30 p.m.<br>Dept.: CX103<br><br>Action Filed: October 11, 2023<br>Trial Date: Not Set |

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

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on January 26, 2026 at 1:30 p.m. in Department CX103 of the above-entitled Court, located at 751 West Santa Ana Blvd., Santa Ana, California 92701, Plaintiff Blanca E. Belloso ("Plaintiff"), individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for:

1. Confirmation of the certification of the Settlement Class for settlement purposes under Section 382 of the California Code of Civil Procedure;
2. Confirmation of the appointment of Plaintiff Blanca E. Belloso as Class Representative for settlement purposes;
3. Confirmation of the appointment of Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC, and Paul Haines of Haines Law Group, APC, as Class Counsel for settlement purposes;
4. The granting of final approval of the Class Action and PAGA Settlement Agreement and its Amendments ("Settlement");
5. Approving an award of $55,000.00 in attorneys' fees to Class Counsel;
6. Approving an award of $40,000.00 in costs to Class Counsel;
7. Approving an award of $10,000.00 in costs to Phoenix Settlement Administrators for its settlement administration services;
8. Approving a representative payment of $10,000.00 to Plaintiff Blanca E. Belloso for her services as Class Representative;
9. Approving an award of $15,000.00 to the Labor & Workforce Development Agency ("LWDA"); and
10. Entering final judgment in the form of the [Proposed] Order of Final Approval of Class Action Settlement and Final Judgment filed concurrently herewith.

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

Dated: December 30, 2025

Respectfully Submitted,
LIDMAN LAW, APC

By: ______________________
Scott M. Lidman

Attorneys for Plaintiff
BLANCA E. BELLOSO

[1] The declaration of Plaintiff Blanca E. Belloso was originally filed with this Court on in connection with the Motion for Preliminary Approval. For the convenience of the Court, Plaintiff has re-filed her declaration with the instant Motion.

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## MEMORANDUM OF POINTS AND AUTHORITIES[2]

## I. INTRODUCTION

Plaintiff Blanca E. Belloso ("Plaintiff") submits this memorandum of points and authorities in support of the motion for final approval of the class action settlement (the "Settlement") with Defendant Hyatt Corporation dba Hyatt Regency Huntington Beach (hereinafter "Hyatt" or "Defendant") on behalf of the Settlement Class defined as: "all individuals who were employed by Defendant in California at the Hyatt Regency Huntington Beach hotel in California and classified as a non-exempt employee at any time during the Class Period, who did not sign arbitration agreements during the Class Period."

In this non-reversionary Settlement, the average settlement payment is approximately **$66.08** to each participating Settlement Class Member. There are 454 Settlement Class Members. This is a favorable resolution of the highly disputed wage and hour claims in this case and considering the significant litigation risks that Plaintiff faced. Since this Court granted preliminary approval on August 26, 2025, nothing has changed to impact the propriety, fairness, adequacy and reasonableness of the Settlement. In addition, after receiving notice of the Settlement and of their projected Settlement payments, no Settlement Class members have opted out of the Settlement, not a single Class Member has submitted an objection to any portion of the Settlement, and there are no outstanding disputes.

As explained below, the Court should grant Plaintiff's motion in its entirety because: (1) the Class continues to meet the requirements for class certification for settlement purposes under Code of Civil Procedure section 382; (2) the Settlement warrants final approval because it is a fair, adequate, and reasonable compromise of the disputed claims in this case; and (3) the amounts requested for Class Counsel's attorneys' fees and costs, Plaintiff's Class Representative Enhancement, payment to the Labor Workforce Development Agency ("LWDA"), and settlement administration costs are all fair, adequate, and reasonable. In light of the foregoing, Plaintiff respectfully requests that this Court enter the [Proposed] Order of Final Approval of Class Action Settlement and Final Judgment submitted concurrently herewith.

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[2] Given the multiplicity of issues addressed in this Motion, Plaintiff respectfully requests that the Court allow Plaintiff to exceed the 20-page limit set forth in California Rule of Court 3.764(c)(2), and that the Court consider the attached memorandum of points and authorities which is 21 pages in length.

## II. FACTUAL AND PROCEDURAL BACKGROUND

On October 11, 2023, Plaintiff filed a putative class action complaint against Defendant in Orange County Superior Court ("Class Action"). Declaration of Scott M. Lidman ("Lidman Decl."), ¶ 10. On October 13, 2023, Plaintiff submitted a letter to the California Labor & Workforce Development Agency ("LWDA") and Defendant advising of her intention of filing a PAGA claim based on the Labor Code violations alleged in her operative complaint. Lidman Decl., ¶ 10. Subsequently, on November 20, 2023, Defendant removed the Class Action to federal court (United States District Court, Central District of California, case no. 8:23-cv-2178-DOC(JDEx)). *Id*.

On December 18, 2023, after exhausting her administrative remedies, Plaintiff filed a separate action for penalties under the Private Attorneys General Act of 2004 ("PAGA Action"). *Id*.

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

### A. Plaintiff's Claims

As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary theories of liability are related to Defendant's alleged unlawful wage and timekeeping policies and practices. Lidman Decl., ¶¶ 13-28. Specifically, 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., ¶ 13. 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 further alleges that Defendant failed to pay sick days at the regular rate of pay. Lidman

Decl., ¶ 15. 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*.

Plaintiff alleges that she and the Settlement Class Members were not provided with all legally-compliant meal periods beginning before the end of the fifth hour of work, nor were they provided second meal periods when working shifts longer than 10.0 hours. Lidman Decl., ¶ 17. Specifically, Plaintiff alleges Defendant's supervisors were responsible for scheduling meal periods and Plaintiff and Settlement Class members were not permitted to take their meal periods unless and until their supervisor affirmatively relieved them from their duties. *Id*. As a result of this human-controlled process for providing meal periods, Plaintiff contends that Settlement Class members were not provided with a meal period until after the fifth hour of work had concluded. *Id*. Additionally, Plaintiff contends that Defendant failed to provide second meal periods for shifts that were over 10.0 hours. *Id*.

Plaintiff alleges that she and Settlement Class Members were also not authorized and permitted to take all required rest periods due to Defendant's rest period policies and practices. Lidman Decl., ¶ 19. Specifically, Plaintiff alleges that due to the nature of the hotel resort business and supervisors being responsible for releasing employees for rest periods, Plaintiff and Settlement Class members were unable to take any required rest periods. *Id*. Thus, Plaintiff alleges that she and other non-exempt employees experienced at least one rest period violation on every shift worked in excess of 3.5 hours, which was approximately 59,962 shifts. *Id*.

Plaintiff further alleges that Defendant issued inaccurate wage statements in violation of Labor Code § 226 as a result of the alleged unpaid wages and meal and rest period premium wages described above. Lidman Decl., ¶ 21. Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a) because the wage statements issued to Settlement Class Members did not include all hours worked and the rate at which they were being paid. *Id.*

Plaintiff alleges that Defendant is also liable for waiting time penalties under Labor Code section 203 as a result of its failure to pay all wages. Lidman Decl., ¶ 23. Based on the data provided by Defendant, there were approximately 308 Settlement Class Members who have separated their employment with Defendant during the relevant time period who could be entitled to waiting time penalties. *Id*.

Plaintiff alleges Defendant failed to reimburse non-exempt employees for all necessary business expenses incurred. Lidman Decl., ¶ 25. Specifically, Defendant required Plaintiff and non-exempt employees to use their personal cell phones for work-related purposes but did not reimburse the non-exempt employees for such usage in violation of Labor Code § 2802. *Id*.

Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations. Lidman Decl., ¶ 27. As explained *infra* and in Plaintiff's Motion for Preliminary Approval, Defendant denies Plaintiff's claims and asserts several affirmative defenses, both on the merits and with respect to class certification.

**B. <u>Discovery, Mediation and Settlement</u>**

Here, the Parties engaged in formal discovery. On December 29, 2023, Plaintiff served the following written discovery on Defendant: Interrogatories (Set One), Interrogatories (Set Two), and Requests for Production of Documents (Set One). Lidman Decl., ¶ 30. On February 26, 2024, Defendant served its responses and objections to Plaintiff's discovery requests. *Id*. On February 28, 2024, Defendant served on Plaintiff Requests for Production of Documents (Set One). *Id*. On March 29, 2024, Plaintiff served her responses and objections to Defendant's discovery requests. *Id*. In connection with the written discovery, Defendant produced time punch records and pay records for the putative class. *Id*. Defendant also took the deposition of Plaintiff. *Id*. The *Belaire-West* notice process was completed and the contact information for the putative class members who did not opt out was provided on April 4, 2024. *Id*.

After the detailed review of the Defendant's discovery responses and document production, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of

Plaintiff's case. Lidman Decl., ¶ 30. This discovery allowed the parties to assess the merits and value of Plaintiff's claims and Defendant's defenses thereto, if a settlement could not be reached. *Id*.

On October 17, 2024, a mediation was held with Phillip K. Cha, Esq., a well-respected wage and hour mediator. Lidman Decl., ¶ 31. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses. *Id*. As a result of the mediator's proposal, the Parties reached a settlement in principle. *Id*. In the weeks that followed, the Parties finalized the terms of settlement and executed the Class and PAGA Action Settlement Agreement ("Settlement"). *Id*.

**C. <u>Preliminary Approval of Settlement</u>**

Plaintiff submitted the Settlement to the Court and the LWDA with her Motion for Preliminary Approval on May 1, 2025. Lidman Decl., ¶ 32. The Court required the parties to amend the settlement agreement and Plaintiff to submit a supplemental brief. *Id*. The parties executed a First Amendment to Class Action and PAGA Settlement Agreement and submitted the amendment to the Court and LWDA with supplemental briefing on August 8, 2025. *Id*.

On August 26, 2025, the Court issued an order Granting Preliminary Approval of the Settlement subject to a further amendment to the settlement agreement. Lidman Decl., ¶ 33; Exh. A. Plaintiff submitted the Order Granting Preliminary Approval to the LWDA on September 3, 2025. Lidman Decl., ¶ 33, Exh. B.

The Parties have agreed and approved the terms of the Second Amendment to Class Action and PAGA Settlement Agreement. Lidman Decl., ¶ 34. Plaintiff and Class Counsel have signed the Second Amendment to Class Action and are awaiting Defendant's and its counsel's signature. *Id*.; Exh. **C**.

On October 20, 2025, the Court-approved notice packet (consisting of the Court Approved *Notice of Class Action Settlement and Hearing Date for Final Court Approval, Workweek Dispute & Change of Address Form, Request for Exclusion Form, and Objection Form*) was sent to Settlement Class Members in English and Spanish, and the Settlement Class members had until December 4, 2025 to submit disputes, objections, and/or requests for exclusion. *See* Declaration of Lluvia Islas of Phoenix ("Islas Decl."), ¶¶ 5, 7-9. Phoenix did not receive any opt-outs or objections before or on the Response Deadline. *Id*., ¶¶ 7-8. Plaintiff now respectfully submits the Settlement for this Court's final approval.

## III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

### A. Settlement Class Definition

The Settlement Class encompasses "all individuals who were employed by Defendant in California at the Hyatt Regency Huntington Beach hotel in California and classified as a non-exempt employee at any time during the Class Period, who did not sign arbitration agreements during the Class Period." Lidman Decl., ¶ 35.

### B. Escalator Clause

To protect the value and integrity of the Settlement, the Parties included an escalator clause in the Settlement, which states, "Defendant represents that the Class consists of approximately 454 Class Members who collectively worked a total of approximately 15,770 non-arbitration Workweeks during the Class Period (i.e., Workweeks not covered by a binding arbitration agreement). If the actual number of the non-arbitration Workweeks during the Class Period is more than 10% greater than this figure (i.e., there are more than 17,347 non-arbitration Workweeks worked by the Class Members, Defendant will either, at its option to either: (1) increase the Gross Settlement Amount by a proportional amount above the 10% figure (if there was 11% increase in the number of non-arbitration Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%); or (2) elect to shorten the Class Period, PAGA Period, and release periods to end on the date on which the aggregate workweeks is closest to without exceeding 17,347 non-arbitration Workweeks worked by the Class Members." Settlement, ¶ 9.

After the data was provided to Phoenix, the settlement administrator, Phoenix notified the Parties that the escalator clause was not triggered. Islas Decl., ¶ 11.

### C. Monetary Terms of the Settlement

The Settlement provides for Defendant to pay a Gross Settlement Amount of $165,000.00. Settlement, ¶ 3.1. The Net Settlement Amount is the amount remaining from the Gross Settlement Amount after deducting requested attorneys' fees ($55,000.00) and verified costs ($40,000.00), proposed Class Representative Enhancement to Plaintiff ($10,000.00), Settlement Administration costs ($10,000.00), PAGA Penalties to the Labor and Workforce Development Agency ("LWDA")

($15,000.00) and PAGA Penalties to Aggrieved Employees ($5,000.00). Islas Decl., ¶ 12. Based on these requested amounts, the Net Settlement Amount is calculated to be approximately **$30,000.00**. *Id*.

The identified Settlement Class Members shall receive a pro rata share of the NSA. The individual Settlement Class Member's payment shall be calculated by the Settlement Administrator by dividing the NSA by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by each Participating Class Member's Workweeks. Settlement, ¶ 3.2(e).

Additionally, $5,000.00 of the GSA is designated as PAGA Penalties to Aggrieved Employees. Settlement, ¶ 3.2(d). The identified Aggrieved Employees shall receive a pro rata share of the PAGA Penalties to Aggrieved Employees. The Individual PAGA Payment shall be calculated by the Settlement Administrator by dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Settlement, ¶ 3.2(d)i.

For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Thirty-Three percent (33%) allocated to settlement of wage claims (the "Wage Portion"); and Sixty-Seven percent (67%) allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties. *See* Settlement, ¶ 3.2(e)i.

Defendant will pay the employer's share of payroll taxes separately from, and in addition to, the Gross Settlement Amount. *See* Settlement, ¶ 3.1.

**D. <u>Summary of Notice Process</u>**

***1. Mailing of Notices***

On October 6, 2025, Defendant provided Phoenix with the Class Data, data files with the following information for each Class Member: name, last-known mailing address, Social Security number, e-mail address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods. Islas Decl., ¶ 3. After performing address updates and verifications, Phoenix mailed the Class Notice (consisting of the *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, Workweek Dispute & Change of Address Form, Request for Exclusion Form,* and *Objection Form*) to the 454 Settlement Class Members and 754 Aggrieved Employees on October 20,

2025. *Id*. at ¶¶ 4-5. Following the initial mailing, zero Class Notices were returned to Phoenix by the Post Office, meaning all Class Notices were delivered. *Id*. at ¶ 6.

The deadline for Settlement Class members to submit objections, requests for exclusion, or disputes was December 4, 2025. Islas Decl., ¶¶ 7-9. As of the date of this filing, there were no valid objections and no Settlement Class members have elected to opt-out of the Settlement. *Id*. at ¶¶ 7-8. There were two workweek disputes, which were resolved by the Administrator. *Id*. at ¶ 9. Accordingly, as of the date of this Motion, the participation rate amongst the Settlement Class Members is 100% and the average estimated payment is $66.08, with the highest estimated payment to a Settlement Class member being $361.47, and the lowest estimated payment to a Settlement Class member being $1.90. *Id*., ¶ 13.

**E. <u>Timing of Payments</u>**

Defendant shall pay the Gross Settlement Amount and the employer's-side payroll taxes no later than fourteen (14) days after the Effective Date. *See* Settlement, ¶ 4.3. The Effective Date is 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. Settlement, ¶ 1.19. "Final" means 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. *Id*.

Within 14 days following Defendant funding the Gross Settlement Amount and required employer-side payroll taxes with the Settlement Administrator, the Settlement Administrator will prepare and mail all Individual Class Payments and all Individual PAGA Payments, less applicable taxes and withholdings, to participating Settlement Class Members and Aggrieved Employees. *See* Settlement, ¶ 5.1.

The Settlement provides Settlement Class Members with 180 days from the date the Settlement Administrator mails the checks to cash such checks, and any funds remaining after 180 days escheat to the California Secretary of State-Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class Member. Settlement ¶¶ 5.2, 5.4; Lidman Decl., ¶ 36.

### F. <u>Notice of Judgment</u>

As stated on the Notice mailed to Settlement Class Members, the final judgment entered by the Court will be posted on the Settlement Administrator's website at belloso-v-hyatt.phoenixcases.com. *See* Islas Decl., Exh A.

## IV. <u>ARGUMENT</u>

### A. <u>This Court Should Confirm its Conditional Certification of the Class for Settlement Purposes Because It Meets All of the Requirements for Class Certification Under Code of Civil Procedure § 382</u>

Under Code of Civil Procedure section 382, a class may be certified if: (1) it is ascertainable and its members are too numerous for joinder to be practical; (2) the representative and absent class members share a community of interest, and questions of law and fact common to the class predominate over questions unique to individual class members; (3) the representative's claims are typical of the class' claims; and (4) the representative will fairly and adequately represent the class' interests. *See Richmond v. Dart Industries, Inc*. (1981) 29 Cal.3d 462, 470.

Here, this Court found that the Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval of the Settlement on August 26, 2025. *See* Lidman Decl., ¶ 33; Exh. A. After the Court entered an order granting preliminary approval, no events have occurred to cast doubt on the propriety of this determination. In fact, the reaction of the Settlement Class Members thus far to the Settlement has been strongly in support of the Settlement. No Settlement Class Members have objected to any portion of the Settlement and no Settlement Class members have elected to opt-out of the Settlement. *See* Islas Decl., ¶¶ 7-8. This Court should therefore confirm its conditional certification of the Settlement Class.

### B. <u>This Court Should Finally Approve the Settlement Because it is a Fair, Adequate, and Reasonable Compromise of Disputed Wage and Hour Claims</u>

California courts have a strong policy in favor of settlement. *See, e.g., Stambaugh v. Superior Court*, 62 Cal.App.3d 231, 236 (1976). Unlike individual settlements, class action settlements involve a court approval process that exists to prevent fraud, collusion, and unfairness to class members. *Malibu Outrigger Bd. of Governors v. Superior Court*, 103 Cal.App.3d 573, 578-79 (1980). This approval process consists of preliminary settlement approval, notice being given to class members, and a final fairness and approval hearing being held, at which class members have the opportunity to be heard with respect to the settlement. *Id*. Now that notice has been provided to the Settlement Class, Plaintiff respectfully requests that the Court finally approve the Settlement as fair, adequate, and reasonable.

***1. The Settlement was Reached at Arm's Length, Through Experienced Counsel and An Experienced Mediator, and Was Based on Sufficient Information to Intelligently Negotiate a Fair Settlement in Light of the Claims Asserted and Risks of Continued Litigation***

A settlement is presumptively fair where it is reached through arm's length bargaining, based on sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is experienced in similar litigation, and the percentage of objectors to the settlement is small. *Dunk v. Ford Motor Co.,* 48 Cal.App.4th 1794, 1802 (1996). In deciding whether to approve a proposed settlement, a trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the case. *Mallick v. Superior Court,* 89 Cal.App.3d 434 (1979). In exercising these powers, the overriding concern is to ensure that a proposed settlement is "fair, adequate, and reasonable." *Dunk*, *supra*, 48 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider include, but are not limited:

> [T]he strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

*Id*. These factors require balancing, are non-exhaustive and, as such, trial courts should tailor the factors to each case and give due regard to "what is otherwise a private consensual agreement between the parties." *Id*.

"In the context of a settlement agreement, the test is not the maximum amount plaintiffs might have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the circumstances." *Wershba v. Apple Computer, Inc.,* 91 Cal.App.4th 224, 250 (2001). Because settlements inherently involve compromise, even settlements providing for substantially narrower relief than likely would be obtained if the suit were successfully litigated can be reasonable because, "the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation." *Id*. (quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972)).

Here, the Settlement resulted from extensive arm's length settlement negotiations between qualified and experienced counsel, with the assistance of a well-respected mediator, and is fair, adequate, and reasonable for all Settlement Class members. While Plaintiff maintains that her claims are meritorious, Plaintiff acknowledges that her position includes substantial risks and uncertainty which justifies a downward departure from the maximum exposure that Plaintiff's calculated each claim carried.

As detailed in Plaintiff's Motion for Preliminary Approval, there is significant risk of non-certification and/or not prevailing on the merits with respect to each of Plaintiff's claims. For example, with respect to Plaintiff's claim for failure to pay minimum and overtime wages, Defendant contends that it compensated Settlement Class members for all of their time worked. Lidman Decl., ¶ 14. Defendant further asserts that Plaintiff would be unable to certify this class given the individualized inquiries that would be required. *Id*.

Similarly, as for Plaintiff's miscalculation of regular rate claim, Defendant contends that any additional compensation received by non-exempt employees was discretionary and therefore not required to be included when calculating the regular rate of pay for the purposes of sick pay. Lidman Decl., ¶ 16. Defendant further contends that it has always properly calculated the regular rate of pay and has produced pay data demonstrating that the regular rate was calculated correctly. *Id*. Defendant further asserts that Plaintiff would be unable to certify this class given the individualized inquiries that would be required. *Id*.

As for Plaintiff's meal period claim, Defendant counters that it has always maintained a lawful meal period policy and provided non-exempt employees with an opportunity to take all legally compliant meal periods, and any non-compliant meal periods reflected in employee timekeeping records were solely the result of employee choice, rather than any policy or practice of Defendant. Lidman Decl., ¶ 18. Defendant argues that it requires its employees to attest to receiving their required meal periods at the end of each shift by completing an attestation stating the employees were provided the opportunity to take a meal period. *Id*. If there is a "no" on the attestation at the end of a pay cycle, employees received a meal period premium. *Id*. Defendant also contends that its pay records demonstrate payment of meal period premiums to putative class members. *Id.* Defendant points out that under *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, it is only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that they have always done so. *Id*.; *Brinker*, *supra*, 53 Cal.4th at 1038 (rejecting "ensure" standard). Finally, Defendant contends Plaintiff's meal period claim is not suited for class certification, given that individual inquiries would be required to assess which employees took non-compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal period during a particular shift. *Id*.

As for Plaintiff's rest period claim, Defendant contends it has always maintained and enforced lawful rest period policies and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest periods in compliance with California law. Lidman Decl., ¶ 20. Defendant argues that it requires its employees to attest to receiving their required rest periods at the end of each shift by completing an attestation stating the employees were provided the opportunity to take a rest period. *Id*. If there is a "no" on the attestation at the end of a pay cycle, employees received a rest period premium. *Id*. Defendant also contends that its pay records demonstrate payment of rest period premiums to putative class members. *Id.* Defendant further argues that Plaintiff's rest period claim is inherently unsuited for class treatment as it requires an individualized inquiry into whether each Settlement Class Member was in fact authorized and permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-trials. *Id*.

In regard to Plaintiff's wage statement claim, Defendant argues that its alleged wage statement violations could not be shown to be "knowing and intentional," and that Plaintiff cannot show that she or any other employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of penalties. Lidman Decl., ¶ 22. Defendant also argues that recovery of wage statement penalties as a derivative claim for other alleged violations (such as unpaid wages or meal/rest periods) is an unlawful double recovery prohibited under binding California law, including

*Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018) and *Soto v. Motel 6 Operating, L.P.*, 4 Cal. App. 5th 385 (2016). *Id.*

As for Plaintiff's waiting time claim, Defendant asserts it has strong defenses to the waiting time claim because there exist good-faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties. Lidman Decl., ¶ 24; *See also* 8 Cal. Code Regs. § 13520 (a "good faith dispute that any wages are due will preclude imposition of waiting time penalties"); *Kao v. Joy Holiday*, 12 Cal.App.5th 947, 963 (2017) (holding that "good faith dispute" over whether employee was exempt precluded imposition of waiting time penalties over contested wages owed).

As for Plaintiff's reimbursement claim, Defendant contends employees were not required to use their personal electronic devices to communicate with team members and would only do so at their own volition, and were prohibited by Defendant's policies from using personal devices. Lidman Decl., ¶ 26. Defendant further contends that any purportedly necessary expenses incurred by non-exempt employees were minimal. *Id.*

As for Plaintiff's claim for PAGA penalties, Defendant argues that Plaintiff's PAGA claim will fail for the same reasons that her underlying claims will fail. Lidman Decl., ¶ 28; *see Price v. Starbucks Corp*. (2011) 192 Cal.App.4th 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Defendant also maintains that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's claims. Lidman Decl., ¶ 28; *see* Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc*. (2012) 203 Cal.App.4th 1112, 1135 (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc*. (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties from $2.8 million to $500,000).

These considerations not only bore heavily on the negotiations leading to the Settlement, but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further litigation. Lidman Decl., ¶ 29. As detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff carefully vetted the claims at issue and conducted a detailed liability analysis of class-wide data to arrive at the calculated damages figures. *Id*. Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair, adequate, and reasonable in view of them.

### 2. *The Settlement Fairly, Reasonably, and Adequately Compensates Class Members Because Each Participating Class Member Will Be Paid Based on the Extent of His or Her Injury*

Individual settlement payments will be calculated based on the number of Workweeks worked by each Settlement Class Member during the Class Period. *See* Settlement, ¶ 3.2(d)i. This method of distribution compensates Settlement Class Members based on the estimated extent of their injuries, as Settlement Class Members who worked more Workweeks, would have been subject to more of the alleged wage and hour violations than those who worked fewer weeks. Thus, the formula for compensating Settlement Class Members is fair, adequate, and reasonable, as it is tethered to the damages and penalties that could be recovered by them.

### 3. *The 100% Participation Rate and Absence of Any Objections Further Confirms That the Settlement is Fair, Adequate, and Reasonable*

Class members' response to a settlement is relevant in evaluating whether it merits final approval. *Dunk*, *supra*, 48 Cal.App.4th at 1801. The lack of objections and few requests for exclusion supports a fairness presumption. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a "particularly impressive" favorable response from class members). Here, as of the Response Deadline, not a single Settlement Class Member has objected to the Settlement and no Settlement Class Member has elected to opt-out of the Settlement. Islas Decl., ¶¶ 7-8. The extremely favorable response of the Settlement Class further confirms that the Settlement is fair, adequate, and reasonable.

## C. <u>The Requested Award of Attorneys' Fees is Reasonable as a Percentage of the Common Fund Confirmed by a Lodestar Cross-Check</u>

Plaintiff and the Settlement Class, as the prevailing parties in settlement, are entitled to recover their attorneys' fees and costs for their wage claims. *See* Lab. Code §§ 218.5, 226(e) and 2699(g). A fee award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See*, *e.g.*, *Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Community for Independent Living, Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983). When a settlement results in a common fund for the benefit of a class, class counsel may be awarded fees as a percentage of the common fund. *See Wershba*, *supra*, 91 Cal.App.4th at 254 (recognizing the "percentage of recovery" method).

Plaintiff has provided written approval of the split of attorneys' fees in this action. Lidman Decl., ¶ 46.

The California Supreme Court confirmed in *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 506 (2016), that "[t]he percentage of fund method survives in California class action cases." Specifically, the *Laffitte* Court held:

> The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—convince us the percentage method is a valuable tool that should not be denied our trial courts.

*Id.* at 503 (internal citation omitted); *see also, e.g.*, *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) ("when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund."); *Serrano v. Unruh*, 32 Cal.3d 621, 627 (1982) (in awarding a fee from the common fund obtained for the benefit of all parties, the trial court acts within its equitable power to prevent the other parties' unjust enrichment.); *Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the percentage of the fund method for calculating attorneys' fees more accurately reflects the results achieved for the putative class than the lodestar method and "establishes reasonable expectations on the part of plaintiffs' attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation."); *In re Rite Aid Corp. Securities Litigation*, 396 F.3d 294, 300 (3rd Cir. 2005) ("The percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund 'in a manner that rewards counsel for success and penalizes it for failure.") (citation omitted).

*Laffitte* also held that trial courts have discretion to assess reasonableness of fee awards with tools such as the "lodestar cross-check," whereby the trial court calculates class counsel's lodestar (hours worked multiplied by hourly rate) and determines whether the "lodestar multiplier" needed to bring the lodestar on par with the percentage of recovery is reasonable. *Laffitte* at 503-06. While a trial court may utilize the lodestar cross-check, it need not do so. *Id.* at 506 ("[w]e hold further that trial courts have discretion to conduct a lodestar cross-check on a percentage fee, as the court did here; they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.")

Here, Class Counsel's fee request of $55,000.00 (one-third of the Gross Settlement Amount) is fair and reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First, "regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008); *see also*, *e.g.*, *Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27, 2010) (observing that "30-50% [is] commonly awarded in cases in which the common fund is relatively small" and that in California, "courts usually award attorneys' fees in the 30-40% range in wage and hour class actions…"); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452 at * 6 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in attorneys' fees in wage and hour class actions). This is also consistent with Class Counsel's experience in similar wage and hour class action matters. *See* Lidman Decl., ¶ 44-45. Thus, the percentage sought by Class Counsel here (the same percentage sought by class counsel in *Laffitte*) is reasonable.

Next, as stated, under the lodestar method the court computes the "lodestar" amount by multiplying the number of hours reasonably expended by each attorney or legal staff member by their reasonable hourly rates. *See, e.g., Serrano v. Priest* 20 Cal.3d 25, 48 (1977). The court then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty and difficulty of the case, its contingent nature, and the degree of success achieved. *Id.* at 49; *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-36 (2001); *Thayer v. Wells Fargo Bank,* 92 Cal.App.4th 819, 834 (2001) ("There is no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation").

Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g., Chavez*, *supra*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5); *City of Oakland v. Oakland Raiders*, 203 Cal.App.3d 78 (1988) (approving multiplier of ~2.34); *Coalition for L. County Planning etc. Interest v. Bd. of Supervisors*, 76 Cal.App.3d 241, 251 (1977) (approving multiplier of ~2.04). In class actions such as this one, where the value of the benefit conferred to the class "can be monetized with a reasonable degree of certainty," a court may "adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Consumer Privacy Cases*, 175 Cal.App.4th 545, 557 (2009). In doing so, "the court determines, retrospectively, whether the litigation involved a contingent risk or required extraordinary legal skill justifying augmentation of the unadorned lodestar in order to approximate the fair market for such services." *Id.* at 556; *see also Laffitte*, *supra*, 1 Cal.5th at 503-05.

In this case, Class Counsel have a lodestar of **$147,235.00** which results in a multiplier of 2.67 compared to the $55,000.00 fee request. *See* Lidman Decl., ¶ 42. A general summary showing the number of hours of work performed by each attorney and paralegals is set forth below. The billing rates used are reasonable especially in light of the hourly rates identified based on years of experience in the *Laffey* Matrix, submitted concurrently herewith. Lidman Decl., at ¶ 43, Exh. E.

| Name | Rate | Hours | Pre-Multiplier Lodestar |
|---|---|---|---|
| Scott M. Lidman (27th Year Attorney) | $900 | 69.8 | $62,820.00 |
| Paul K. Haines (18th Year Attorney) | $800 | 12.2 | $9,760.00 |
| Milan Moore (9th Year Attorney) | $650 | 80.7 | $52,455.00 |
| Tiara Gose-Hardy (6th Year Attorney) | $525 | 36 | $18,900.00 |
| Paralegals | $200 | 16.5 | $3,300.00 |
| **Total Lodestar** | | | **$147,235.00** |

The fee award requested here is justified because Class Counsel achieved a significant monetary recovery for the Settlement Class in an uncertain and risky case, while bearing the substantial burdens of representation on a contingency basis, and the fees requested are in line with the market rate. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-51 (9th Cir. 2002) (finding that exceptional results in a contingency case, significant risk and the absence of supporting precedents, are proper considerations in awarding attorneys' fees). First, Class Counsel negotiated a substantial recovery for the Settlement Class, resulting in a current participation rate of 100%, and not a single Settlement Class Member has validly objected to the Settlement or to Class Counsel's requested fees as of the Response Deadline. *See* Islas Decl., ¶¶ 7-8.

Additionally, the *average* settlement payment in this case of approximately **$66.08** is in line with, and above, settlement payments in similar wage and hour class action settlements. *See*, *e.g.*, *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class action settlement approved where average class member recovery was approximately $60). The fact that Class Counsel achieved these results without engaging in a protracted legal battle, in the face of serious defense challenges and an uncertain legal landscape, confirms the strength of the results achieved.

As discussed above, this case presented significant risk as to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation and expending considerable effort, all while working on a pure contingency basis. Since undertaking representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any compensation for over two years of work. Lidman Decl., ¶ 39. During this time, Class Counsel have expended a total of $44,916.65 in actual costs and have devoted substantial time to this litigation and expect to incur additional future costs for filing this motion, the final declaration regarding distribution of settlement, service and messenger fees, and/or postage fees.[3] *Id*., Exh. B. However, Class Counsel is only requesting $40,000.00 in fees. *Id*. Class Counsel's efforts have included pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing Defendant's documents and policies, analyzing Settlement Class Members' timekeeping data and payroll records, drafting a mediation brief, preparing for and attending mediation, negotiating and revising the long-form Settlement, drafting the preliminary approval motion and attending the hearing, fielding calls from Class Members, communicating with the Settlement Administrator, preparing this Motion, and otherwise litigating the case. *See* Lidman Decl., ¶ 38. Moreover, Class Counsel have expended time, effort, and money that they could have expended on less risky cases instead. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great.

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[3] This includes total costs incurred by both law firms.

Class Counsel's previous experience in litigating wage and hour class actions also supports the reasonableness of the fee request.

Class Counsel are well-versed in plaintiff and defense-side wage and hour class action litigation, with substantial experience litigating claims for minimum and overtime violations, meal and rest period violations, other wage and hour claims, and related penalties. *See* Lidman Decl., ¶¶ 3-8; Declaration of Milan Moore ("Moore Decl."), ¶¶ 2-5; Declaration of Tiara Gose-Hardy ("Gose-Hardy Decl."), ¶¶ 2-4; Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 3-9. They have been certified as class counsel in numerous other cases. *Id*. Their experience in similar matters was integral in evaluating the strengths and weaknesses of the case against Defendant and the reasonableness of the Settlement. *See* Lidman Decl., ¶ 40. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. *Id*. Because it is reasonable to compensate Class Counsel commensurate with their skill, reputation, and experience, a fee award of one-third of the Gross Settlement Amount is reasonable.

Other factors also show that the fee amount requested in this case is reasonable under the circumstances. This case involved nuanced legal issues including questions surrounding Defendant's obligation to "provide" meal periods and "authorize and permit" rest periods, and the propriety of statutory penalties, to name just a few. Lidman Decl., ¶ 40. Thus, Class Counsel's requested fee award is fair, reasonable, and adequate and should be approved.

### D. <u>The Requested Cost Amount Warrants Final Approval as Fair, Adequate, and Reasonable</u>

Class Counsel have incurred a total of $44,916.65 in litigation costs and is only asking for reimbursement of $40,000.00. Class Counsel's request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred. *See* Lidman Decl., ¶ 39; Exh. D. Moreover, the costs Plaintiff seeks are the types of costs routinely approved by courts. *See, e.g.*, *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover "those out-of-pocket expenses that would normally be charged to a fee paying client"); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011)("costs of reproducing pleadings, motions and exhibits are typically billed by attorneys to their fee-paying clients" and are reimbursable); *Trustees of Const. Industry & Laborers Health and Welfare Trust* *v. Redland Ins. Co*., 460 F.3d 1253, 1258-59 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation*, 497 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable). Because the expense reimbursements requested by Class Counsel were reasonably incurred, and no Settlement Class member has objected to them, Plaintiff respectfully requests the Court should grant the request for actual costs incurred.

**E. <u>The Court Should Finally Approve the Requested Administration Costs</u>**

Plaintiff also requests that the Court approve $10,000.00 in administration costs to the Settlement Administrator, Phoenix. As detailed in the declaration of Lluvia Islas submitted herewith, Phoenix performed duties in connection with this Settlement that were integral in effectuating the Settlement and the Notice process. *See* Islas Decl. Among other things, Phoenix calculated each Settlement Class Member's individual settlement payment, updated addresses contained in the class data supplied by Defendant, formatted Notices for mailing, translated Notices to Spanish, mailed Notices to all 454 Class Members and 754 Aggrieved Employees, kept the parties informed of any objections or requests for exclusion, and have otherwise administered the Settlement. *See* Islas Decl., ¶¶ 2-14. For these reasons, Phoenix's requested costs are fair, reasonable, and adequate, and should be finally approved.

**F. <u>Plaintiff's Requested Enhancement Payment Is Fair, Adequate, and Reasonable in View of Plaintiff's Efforts and the Risks that She Assumed on Behalf of the Class</u>**

Courts routinely approve service payments to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation. See, e.g., *Bell v. Farmers Ins. Exchange*, 115 Cal.App.4th 715, 726 (2004) (upholding "service payments" to named plaintiffs for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co*., 901 F. Supp. 294 (N.D. Cal. 1995) (approving $50,000 service payment).

Here, Plaintiff seeks an enhancement of $10,000.00 and believes this request is reasonable given Plaintiff's efforts in this case and the risks she undertook on behalf of Class Members. Lidman Decl., ¶ 47; Declaration of Blanca E. Belloso ("Belloso Decl."), ¶¶ 8-12. Plaintiff provided 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. *See* Lidman Decl., ¶ 47; Belloso Decl., ¶¶ 8-12. Further, Plaintiff understood the risk that she could be liable for Defendant's costs if she lost the case and accepted this risk because she wanted Defendant to compensate its current and former employees for various wage and hour violations. Belloso Decl., ¶ 9. In addition, Plaintiff understood that the lawsuit is a matter of public record and being part of the could stigmatize her and/or affect future employment. *Id*. Plaintiff estimates she spent approximately 20-25 hours on activities related to this case. Belloso Decl., ¶ 10. Additionally, Plaintiff has agreed to a general release of all claims subject to a waiver of Civil Code § 1542. Lidman Decl., ¶ 47; Belloso Decl., ¶ 12.

Moreover, after receiving notice of the proposed Class Representative Enhancement for Plaintiff, no Class Member has objected to the proposed award, as of the Response Date. *See* Islas Decl., ¶ 8. Thus, the service award to Plaintiff is appropriate and justified as part of the Settlement and should be finally approved.

## V. CONCLUSION

For the reasons stated herein, Plaintiff respectfully submits that this Court should grant Plaintiff's motion in its entirety and adopt the [Proposed] Order of Final Approval of Class Action Settlement and Final Judgment submitted herewith.

Based on the terms of the Settlement, Plaintiff proposes the deadline to file the Settlement Administrator declaration regarding the disbursement of Settlement be set for **September 21, 2026** and the compliance hearing shall be set for some a date between **September 28, 2026** and **October 2, 2026.**

Dated: December 30, 2025

Respectfully submitted,
LIDMAN LAW, APC

By: ______________________
Scott M. Lidman

Attorneys for Plaintiff
BLANCA E. BELLOSO