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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

CHELSEY RICHARDSON, BETHANY JEANNE REINKER, and CHARMAINE HUFF as individuals and on behalf of all others similarly situated and aggrieved employees, Plaintiffs, vs. TELECARE CORPORATION, a California corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. CV-24-006292 [Assigned for All Purposes to: Hon. John R. Mayne, Dept. 21] **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, ATTORNEY'S FEES AND COSTS, AND SERVICE PAYMENTS; MEMORANDUM OF POINTS AND AUTHORITIES** (Filed concurrently with Supporting Declarations and [Proposed] Judgment and Order) Date: May 29, 2026 Time: 8:30 a.m. Dept.: 21 Action Filed: August 9, 2024 Trial Date: None Set

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on May 29, 2026 at 8:30 a.m., or as soon thereafter as the matter may be heard, before the Honorable John R. Mayne, judge presiding, in Department 21 of the above referenced Court, located at located at 801 10th Street, Modesto, California 95354, Plaintiffs Chelsey Richardson, Bethany Jeanne Reinker, and Charmaine Huff (collectively, "Plaintiffs") will and hereby moves this Court for the following relief with respect to the Class and Representative Action Settlement Agreement ("Agreement" or "Settlement") entered into by Plaintiffs and Defendant Telecare Corporation ("Defendant"):

1. That the Court grant final approval of the Settlement referenced above;

2. That the Court approve distribution of the settlement funds to the Class Members pursuant to the terms of the Settlement;

3. That the Court approve Plaintiffs' requests for Class Representative Service Payments of $10,000.00 to each Plaintiff, totaling $30,000.00, pursuant to the terms of the Settlement

4. That the Court approve Plaintiffs' request for an award of attorneys' fees to Class Counsel for 35% of the Gross Settlement Amount[1], *i.e.* $735,243.03, and reimbursement of litigation costs of $25,714.88 pursuant to the terms of the Settlement;

5. That the Court approve Plaintiffs' request for payment of the settlement administration costs to Phoenix Settlement Administrators in the amount of $37,450.00 pursuant to the terms of the Settlement; and

6. That the Court enter final judgment as to all members of the Class in this action.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for court approval of the settlement of a purported class action and allows the Court to grant final certification of a class for settlement purposes. In light of the overwhelmingly positive response, as shown by the lack of objections and nominal opts-out, there is no question that the settlement is fair, reasonable, and adequate and thus should be granted final approval.

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[1] The Gross Settlement Amount has increased from $2,025,000.00 to $2,100,694.38 because Defendant triggered the Escalator Clause in § 8 of the Agreement and elected to increase the Gross Settlement Amount. Declaration of Taylor Mitzner, ¶ 12.

This Motion will be based on the attached Memorandum of Points and Authorities, the Settlement and the proposed Notice, and the supporting Declarations of Class Counsel Larry W. Lee, Max W. Gavron, William Marder, William C. Sung, and Blake R. Jones; Plaintiffs Chelsey Richardson, Bethany Jeanne Reinker, and Charmaine Huff; and Taylor Mitzner of Phoenix Settlement Administrators, upon the oral arguments of counsel (should there be any), and on the complete records and file herein.

DATED: May 5, 2026

DIVERSITY LAW GROUP, P.C.

By: ______________________

Larry W. Lee
Christine S. Lee
Attorneys for Plaintiffs and the Class

DATED: May 5, 2026

JUSTICE FOR WORKERS, P.C.

By: ______________________

William C. Sung
Tiffany L. Luu
Joseph C. Ramli
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Dated: May 5, 2026

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By: ______________________

Blake R. Jones
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This is a wage and hour class and representative PAGA action arising from Defendant Telecare Corporation's ("Defendant") alleged violations of the California Labor Code. Prior to the settlement of this Action, Plaintiffs Chelsey Richardson, Bethany Jeanne Reinker, and Charmaine Huff ("Plaintiffs") and Defendant (collectively, "Parties") thoroughly investigated the facts relating to the claims alleged in the operative First Amended Class and Representative Action Complaint ("Operative Complaint") against Defendant. The Parties engaged in pre-mediation informal discovery, including time and payroll records for a 20% sampling of Class Members. Thereafter, the Parties participated in a full day of private mediation and were ultimately able to reach the current settlement.

The terms of the settlement provide that Defendant shall pay a Gross Settlement Amount of $2,100,694.38. On average, each of the 7,302 Participating Class Members will receive approximately $155.58. The Parties believe that this amount is fair, adequate, and reasonable, especially given the risks and uncertainty of class certification and the merits of this case.

Further, notice of the settlement was provided to the class by the Administrator in the manner approved by the Court. Not a single objection was received and only 16 requests for exclusion from the Settlement were submitted. Thus, there is a 99.78% participation rate. Therefore, the Parties respectfully request that the Court grant final approval of the Settlement.

II. THE PAYMENTS TO THE SETTLEMENT CLASS & AGGRIEVED EMPLOYEES

The Settlement initially provided a Gross Settlement Amount of $2,025,000.00. Agreement, § 3.1[2]. The Settlement includes an Escalator Cause, where if the number of Workweeks during the Class Period exceeded 305,278, Defendant has the option to either adjust the Class Period end date so the Workweek count stays within 305,278, or increase the Gross Settlement Amount by $6.63 for each Workweek in excess of 305,278. Agreement, § 8. Based on data provided by Defendant, there were 316,695 Workweeks, which is 11,417 Workweeks over the limit. Declaration of Taylor Mitzner ("Admin Decl."), ¶ 12. Defendant elected to increase the Gross Settlement Amount by $75,694.38 (11,417 Workweeks X $6.63) to $2,100,694.38. *Ibid*. The Class Notice was revised to reflect the

[2] The Agreement is attached as **Exhibit 1** to the Declaration of William C. Sung ("Sung Decl.").

increase in the Gross Settlement Amount. *See* Admin Decl., ¶ 5, Exh. A – Class Notice.

The entire Gross Settlement Amount is non-reversionary and no monies will revert back to Defendant. Agreement, § 3.1. There are 7,302 Participating Class Members. Admin Decl., ¶ 5. The Net Settlement Amount is estimated to be $1,136,046.58 and is based on:

Gross Settlement Amount	**$2,100,694.38**
Less Class Counsel Fees Payment	($735,243.03)
Less Class Counsel Litigation Expenses Payment	($25,714.88)
Less Class Representative Service Payment	($30,000.00)
Less PAGA Penalties	($100,000.00)
Less Settlement Administration Costs	($37,450.00)
Less Employer Payroll Taxes (Est. Max 14.35% Rate)	($36,239.89)
Net Settlement Amount	**$1,136,046.58**

Admin. Decl. ¶ 13.

Pursuant to the terms of the Settlement, Participating Class Members will receive a proportionate share of the Net Settlement Amount based on the total number of weeks worked during the Class Period. Agreement, § 3.2.4. Based on settlement calculations at this time, the estimated average payment to each Class Member will be $155.58, with the highest payment to a Class Member is estimated to be $402.31 and lowest payment to a Class Member estimated to be $3.09. Admin. Decl. at ¶ 14.

The Settlement allocates $100,000.00 to PAGA penalties ("PAGA Penalties"), of which 75%, or $75,000.00 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $25,000.00 to Aggrieved Employees. Agreement, § 3.2.5. Aggrieved Employees will receive a proportionate share of the $75,000.00 based on the number of pay periods worked during the PAGA Period. *Ibid.* Based on the estimated calculations at this time, the average Individual PAGA Payment to each Aggrieved Employee is estimated to be $2.75 and the highest payment is estimated to be $8.84 and lowest payment is estimated to be $0.07. Admin. Decl. ¶ 15. All Class Members who are Aggrieved Employees, including individuals who requested exclusion, will receive an Individual PAGA Payment. Agreement, § 7.5.3.

III. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE SETTLEMENT

Here, notice was provided to Class Members, as required by the Preliminary Approval Order. On March 2, 2026, the Administrator received the Class Data from Defense Counsel that included 7,318 Class Members. Admin Decl. ¶ 3. On or about March 17, 2026, each of the persons identified on the mailing list were sent the Class Notice via first class mail. Admin Decl. ¶ 5, Exh. A – Class Notice. As part of the administration process, 132 Class Notices were returned, the Administrator successfully remailed 76 Class Notices after conducting a skip trace, and only 56 Class Notices were undeliverable. Admin Decl. ¶¶ 6-7. Further, the Class Notice provided Class Members with Class Counsel's contact information, where they could further seek information regarding the Settlement, leave questions for the Administrator, and update their address. Admin Decl., ¶ 5, Exh. A. Only 16 Class Members submitted a request for exclusion, resulting in a 99.78% participation rate. Admin Decl., ¶ 8.

The provision of sending the notice to Class Members as described above meets the requirements for the "best notice practicable" in this case as necessary to protect the due process rights of Class Members. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985) (provision of "best notice practicable" with description of the litigation and explanation of opt-out rights satisfies due process); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974) (individual notice must be sent to class members who can be identified through reasonable means); *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (best practicable notice is that which is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections"). Here, Class Members were provided with a mailing regarding the Settlement that explained the settlement and allowed Class Members to seek information, ask questions, and object, if so desired. As such, proper notice has been given to the Class. The Court may proceed to determine the fairness and adequacy of the settlement and enter its Order granting final approval, secure in the knowledge that all absent Class Members have been given the opportunity to participate fully in the claims, exclusion, and the approval process.

IV. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE

A. The Terms, Negotiation, and Reception of the Settlement by Class Members Support the Conclusion that the Settlement is Fair, Adequate, and Reasonable

As explained by the Court of Appeal in *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 130, 133 (2008), a class action settlement should be approved when the plaintiff has conducted sufficient discovery and the settlement is reasonable in light of the strengths of the plaintiff's claims. As discussed in the Motion for Preliminary Approval, Class Counsel have conducted extensive formal and informal discovery and investigation and, in light of the strength and weaknesses of Plaintiffs' claims, Class Counsel submits that this settlement is fair pursuant to *Kullar*.

The Settlement was the product of a full day mediation and negotiation between highly able and experienced attorneys on both sides. Sung Decl., ¶¶ 4-6. In addition, the resolution of this case was reached only after the production of data relevant to the potential value of the claims. Sung Decl., ¶ 4. Defendant produced (1) class and PAGA statistics including the number of Class Members and Aggrieved Employees, former employees, and workweeks worked during the Class Period and pay periods worked during the PAGA Period through mediation; (2) a random 20% sampling of employee time and payroll records exported on Excel; (3) Defendant's relevant policies and procedures; and (4) Plaintiffs' personnel files and wage statements. *Ibid.*

Based on the data provided by Defendant, Class Counsel performed a comprehensive damage analysis and calculated a range of potential damages and penalties. Class Counsel estimated that the potential realistic recovery for the Class would be approximately $5,571,229.00. Sung Decl., ¶ 7. The proposed Settlement of the original Gross Settlement Amount of $2,025,000.00 represented approximately 36.35% of the reasonably forecasted recovery for the Class. *Ibid.* Final approval is appropriate since the Settlement will provide significant monetary relief to the Class, which is consistent with what Class Counsel believe could have been recovered had the case proceeded through trial. *Ibid.*

The results after mailing of the Class Notice further support confirmation of the Court's preliminary approval of the settlement with final approval of the settlement, as evidenced by the fact that ***there is not a single Class Member who has objected to the Settlement and only 16 Class Members submitted a request to opt-out.*** The Court may appropriately infer that the class action settlement is fair, adequate, and reasonable when, among other reasons, few, or no class members object to it. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992); *Churchill Vill. LLC v. Gen. Elec.,* 361 F.3d 566, 577 (9th Cir. 2004) (approving settlement with 45 objections and 500 opt-outs from a 90,000-person class, representing 0.05% and 0.56% of the class, respectively); *Chun–Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 852 (N.D. Cal. 2010) (where 16 of 329 class members opted out, court found that positive class reaction "strongly supports settlement"). Here, the lack of any objections and nominal opt-outs to this Settlement is an indication that Class Members themselves view the settlement as fair, adequate, and reasonable.

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B. Under Well-Established Legal Principles, the Court Should Grant Final Approval

1. Standard of Review

On a motion for final approval of a class action settlement under California Code of Civil Procedure section 382 and California Rule of Court 3.769, a court's inquiry is whether the settlement is "fair, adequate and reasonable." *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982), *cert. denied subnom*., *Byrd v. Civil Serv. Comm'n*, 459 U.S. 1217 (1983). A settlement is fair, adequate, and reasonable, and therefore merits final approval, when "the interests of the class are better served by the settlement than by further litigation." *See Manual for Complex Litigation, Fourth* § 21.6 at 309 (Fed. Jud. Ctr., 4th ed. 2004) ("*Manual*"). The law favors settlement, particularly in class actions and other complex cases, where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. *See* Alba Conte & Herbert B. Newberg, *4 Newberg on Class Actions* § 11.41 (4th ed. 2002); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992); *Van Bronkhorst v. Safeco Corp*., 529 F.2d 943, 950 (9th Cir. 1976).

Although the Court possesses "broad discretion" in determining that a proposed class action settlement is fair, the Court's role must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and adequate to all concerned. *See Officers for Justice*, 688 F.2d at 625. Accordingly, the Court should give due regard to what is otherwise a "private consensual agreement" between the parties. *Id*.; *see also Church v. Consolidated Freightways, Inc*., 1993 WL 149840 (N.D. Cal. 1993); *In re Wash. Pub. Power Supply Sys. Sec. Litig*., 720 F. Supp. 1379 (D. Ariz. 1989), *aff'd sub nom., Class Plaintiffs*, 955 F.2d 1268; *Manual* § 21.6 at 309 ("The judicial role in reviewing a proposed settlement is critical, but limited to approving the proposed settlement, disapproving it, or imposing conditions on it. The judge cannot rewrite the agreement").

A court's approval of a class action settlement will only be reversed for a clear abuse of discretion. *See Dunk v. Ford Motor Co*., 48 Cal. App. 4th 1794, 1801 (1996); *Officers for Justice*, 688 F.2d at 626 ("reverse only upon a strong showing that the district court's decision was a clear abuse of discretion"); *Class Plaintiffs*, 955 F.2d at 1276; *Ackerman v. Kassar*, 1993 WL 326453 (9th Cir. 1993); *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1238 (9th Cir. 1998). As the court cautioned in *7-*

Eleven Owners for Fair Franchising v. Southland Corp.:

> "It cannot be overemphasized that neither the trial court in approving the settlement nor this Court in reviewing that approval have the right or duty to reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute. It is well settled that in the judicial consideration of proposed settlements, 'the [trial] judge does not try out or attempt to decide the merits of the controversy,' [citation] and the appellate court 'need not and should not reach any dispositive conclusions on the admittedly unsettled legal issue."

85 Cal. App. 4th 1135, 1146 (2000).

2. The Settlement is Presumed to Be Fair

The Court should begin its analysis with the presumption that the settlement is fair:

> [A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.

Dunk, 48 Cal. App. 4th at 1802; *7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at 1146.

The Settlement warrants approval and carries a presumption of fairness. As previously noted in the Motion for Preliminary Approval, this current settlement was negotiated at arm's length and with the assistance of a neutral mediator. Furthermore, Class Counsel is highly experienced in this type of litigation. As shown in the supporting declarations, Class Counsel has significant experience in class actions and employment wage and hour matters. Declarations of Larry W. Lee ("Lee Decl."), ¶¶ 5-8; Max W. Gavron ("Gavron Decl."), ¶¶ 10-20; William Marder ("Marder Decl."), ¶¶ 4-11; Blake R. Jones ("Jones Decl."), ¶¶ 2-3; Sung Decl., ¶¶ 11-14.

3. The Risks Inherent in Continued Litigation Favor Final Approval

To assess the fairness, adequacy and reasonableness of a class action settlement, the Court also should weigh the immediacy and certainty of substantial settlement proceeds against the risks inherent in continued litigation. *See also In re General Motors Corp.*, 55 F.3d 768, 806 (3d Cir. 1995) ("present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing, should be compared with the amount of the proposed settlement"); *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975); *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 616-17 (N.D. Cal. 1979).

Here, Defendant has presented defenses to all of Plaintiffs' claims and theories of liability. Sung Decl., ¶ 8. For example, Plaintiffs alleged that Defendant underpaid paid sick leave wages to Class

Members by failing to factor in incentive compensation, including shift differentials, into the sick leave pay rate. *Ibid.* In response, Defendant argued that there is no binding case law requiring PTO that may be used for paid sick leave or vacation to be paid at the regular rate; that a class cannot be certified because it will take numerous individualized inquiries to determine whether a Class Member's use of PTO was for paid sick leave purposes or for vacation purposes; and that Plaintiffs' damages projection was grossly inflated because the analysis assumed all PDL usage was for sick leave purposes when in fact the majority of usage was for vacation purposes. *Ibid.*

Plaintiff Huff contended that during the Class Period, Defendant occasionally failed to provide her and the Class Members with compliant meal periods primarily due to the nature of the work and the lack of coverage. Jones Decl., ¶ 4. Defendant argued that any decision to forego or take a late/shortened meal period was voluntarily made by Plaintiff Huff and the Class Members. *Ibid.* In support of its position, Defendant relies on its meal period policy during the Class Period, which is complaint with California law. *Ibid.* The policy further expressly required employees to record their meal periods and direct them to submit a "Time and Attendance Edit Request" form any time that they are unable to take a compliant meal period. *Ibid.* Defendant's sampling also showed that Defendant paid approximately $815,000 in meal period premiums for the sampled employees. *Ibid.*

Plaintiff Huff similarly contended that during the Class Period, Defendant occasionally failed to provide Plaintiff and the Class Members with compliant rest periods primarily due to the nature of the work and the lack of coverage. Jones Decl., ¶ 5. Plaintiff Huff contended that she frequently was not able to take rest periods. *Ibid.* In response, Defendant argued that Plaintiff Huff and the Class Members always received an opportunity to take rest periods, and that it never did anything to discourage them. *Ibid.* In support of its position, Defendant relied on its rest period policy utilized during the Class Period which is compliant with California law. *Ibid.* The policy provided employees with an opportunity to take a 15 minute uninterrupted paid meal period every 3.5 hours or major fraction thereof, 50% longer than 10 minute rest periods required by California law. *Ibid.* It also required employees to submit a "Time and Attendance Edit Request" form any time that they are unable to take a compliant rest period. Defendant's sampling further showed the payment of rest period premiums on occasions where employees had submitted these forms. *Ibid.*

Plaintiff Huff asserted that Defendant failed to pay minimum wages/overtime for all hours worked. Jones Decl., ¶ 6. In particular, Plaintiff worked at Gladman Mental Health and Rehabilitation Center ("Gladman"), a small 40 bed facility. *Ibid*. She was required to walk through two sets of locked doors each day before reaching the time clock and clocking in. *Ibid*. In response, Defendant argued that these security measures were limited to the facility where Plaintiff worked. Defendant further contended that the process of unlocking the doors to enter the facility only took a few seconds more than having to pass through unlocked doors. *Ibid.* Consequently, Defendant argued that this is not compensable work time and no different than any worker entering his or her worksite. *Ibid*.

Plaintiff Huff asserted that Defendant failed to reimburse her and the Class Members for use of their personal cellular phones for work. Jones Decl., ¶ 7. Specifically, Plaintiff Huff contended that she was required to use her cellular phone to send/receive messages regarding scheduling and to access an application, UKG Pro Classic, to obtain information on performance reviews, pay records, and other human resources related information. *Ibid*. In contrast, Defendant argued that Plaintiff and the Class Members were not required to use their personal cellular phones for work. *Ibid.* Defendant contended that work schedules were physically posted at Plaintiff's facility and any texting with supervisors or coworkers regarding scheduling changes was voluntarily done by Plaintiff for her own convenience. *Ibid.* Similarly, Defendant argued that employees were not required to download and use the UKG Pro Class application, and that employees could access the information from a work computer. *Ibid.* Defendant contended that any employee's decision to download the app on to their cellular phones was voluntarily done for the employees for their own convenience. *Ibid.*

As a result of the unpaid wages and premiums described above, Plaintiffs contended that Defendant failed to comply with its final pay obligations set forth in Labor Code §§ 201 to 203 to former employees and issued inaccurate wages statements in violation of Labor Code § 226. Sung Decl., ¶ 9. In addition to Defendant's defenses on the merits and certification as discussed above, Defendant further argued it possesses strong, good faith defenses to Plaintiffs' claim and Plaintiffs cannot meet the willfulness standard in Labor Code § 203 or the knowing and intentional standard in Labor Code § 226(e). *Ibid.* Notably, Defendant relied on the California Supreme Court decision in *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, 1065, which held that an employer's good-faith defenses precludes a "willfulness" finding under Labor Code § 203 and a "knowing and intentional" finding under Labor Code § 226(e) for the imposition of statutory penalties. Sung Decl., ¶ 9.

The PAGA cause of action is similarly derived from underlying claims for unpaid wages and meal and rest period premiums. Sung Decl., ¶ 10. In addition to Defendant's defenses on the merits as discussed above, Defendant also asserted that the Court would drastically reduce any award of PAGA penalties as "confiscatory." *Ibid*; *see Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 517 (2018) (while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law.")

The risks of this case were weighed by Class Counsel and should be considered a significant factor by the Court in its determination of final approval. Class Counsel obtained a very substantial settlement for the Class that resulted in a fair recovery which at the same time provides for finality and no risk of costs by the Class Members or the Class Representative. The Settlement also affords the Class prompt, fair relief, while avoiding significant legal and factual battles that otherwise may have prevented the Class from obtaining any recovery at all. While Class Counsel believe the Class Members' claims are meritorious and can be successfully litigated, they are experienced and fully understand the inherent risks and uncertainty involved with such matters as the resolution of class certification, the outcome of a potential trial, and the outcome of any appeals that would inevitably follow should the Class prevail at trial. Class Counsel have also assessed the same risks in connection with the current settlement. Because the Settlement provides immediate and substantial relief, without the attendant risks and delay of continued litigation—not to mention the threat of litigation fees and costs—Class Counsel believe that the Settlement warrants the Court's final approval.

4. The Complexity, Expense, and Likely Duration of Continued Litigation Against Defendant Favor Final Approval

Another factor considered by courts in approving a settlement is the complexity, expense, and likely duration of the litigation. *See Officers for Justice*, 688 F.2d at 625; *Girsh*, 521 F.2d at 157. In applying this factor, the Court must weigh the benefits of the settlement against the expense and delay involved in achieving an equivalent or more favorable result at trial. *See Young v. Katz*, 447 F.2d 431, 433-434 (5th Cir. 1971). As noted above and in the Motion for Preliminary Approval, continued litigation could have led to appeals on a number of issues. On the other hand, the settlement that was reached provides to all Class Members – regardless of their means – fair relief in a prompt and efficient manner. Were the Court to deny final approval, the Class Members would be left without a remedy as a practical matter and courts across the State would have to address the issues presented here in a piecemeal, costly, and time-consuming manner. This settlement is thus consistent with the "overriding public interest in settling and quieting litigation" that is "particularly true in class action suits." *See Van Bronkhorst v. Safeco Corp.*, 529 F.2d at 950 (footnote omitted); *see also* 4 *Newberg* at § 11.41.

5. The Opinion of Experienced Counsel Favors Final Approval

Class Counsel supports the Settlement as fair, reasonable, and adequate, and in the best interest of the Class as a whole. Sung Decl., ¶ 15; Lee Decl., ¶ 4; Gavron Decl. ¶ 5; Marder Decl. ¶ 2; Jones Decl., ¶ 8. Similarly, counsel for Defendant is in favor of this settlement. The endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight by the Court in its final approval determination. *See Officers for Justice*, 688 F.2d at 625; *Ellis*, 87 F.R.D. at 18; *Boyd*, 485 F. Supp. at 617; *Linney*, 151 F.3d at 1242.

V. THE REQUESTED SERVICE PAYMENTS SHOULD BE APPROVED

Plaintiffs requested, and Defendant does not oppose, a Class Representative Service Payment of $10,000.00 to each Plaintiff, totaling $30,000.00, pursuant to the terms of the Settlement. Plaintiffs request that this Court approve the Class Representative Service Payments in light of the efforts Plaintiffs put into this case, the absence of any objection to the Service Payments, and the excellent result achieved. As shown in Plaintiffs' supporting declaration, Plaintiffs spent a significant amount of time: (i) engaging in discussions with Class Counsel regarding the case; (ii) searching for documents relating to their claims; (iii) reviewing various files and pleadings in this case; and (iv) reviewing the Settlement. *See* Declarations of Chelsey Richardson ("Richardson Decl."), ¶¶ 4-9; Bethany Jeanne Reinker ("Reinker Decl."), ¶¶ 4-6; and Charmaine Huff ("Huff Decl."), ¶¶ 3-5

In addition to the invaluable services they provided, Plaintiffs also took a significant risk, both professionally and monetarily, in acting as the Class Representative. Filing a lawsuit against one's employer carries an inherent reputational risk. Given that future employers are much less likely to hire individuals who have filed suit against their prior employer, particularly cases of this nature, Plaintiffs could face negative employment prospects in the future. These risks can deter employees from asserting their rights. Additionally, because the claims alleged by Plaintiffs involved the payment of costs to the prevailing party, Plaintiffs could have possibly faced paying the costs of Defendant had they not prevailed in this action. Despite this, however, Plaintiffs agreed to pursue this case on behalf of the Class. Plaintiffs took such risks upon herself and the whole Class benefited from this. Class Members did not have to file individual lawsuits and bear the risks of payment of fees and costs if they did not prevail, nor did they have to face the potential for retaliation and not getting future employment had they filed a lawsuit which is a public record.

Courts have routinely granted approval of settlements containing such enhancements. *See e.g., Herrera v. Federal Express Corporation*, 2020 WL 2951122 at *7 (C.D. Cal. March 31, 2020) (noting that case law supports enhancements of $10,000); *Potter v. Big Text Trailer Manufacturing, Inc.*, 2020 WL 1942619 at *10 (C.D. Cal. March 20, 2020) (awarding $10,000 enhancement where plaintiff spent 30-40 hours on the matter and entered into a general release); *Smith v. Experian Information Solutions, Inc.*, 2020 WL 6689209 at *7 (C.D. Cal. Nov. 9, 2020); *Aikhan v. Goodrich Corporation*, 2020 WL 49191382 at *9 (C.D. Cal. June 25, 2020); *Thomas v. Cognizant Technology Solutions U.S. Corporation*, 2013 WL 12371622 at *9 (C.D. Cal. June 24, 2013); *Djukich v. AutoNation, Inc.*, 2015 WL 13756099 at *14 (C.D. Cal. Nov. 12, 2015). Moreover, there were no objections by any Class Member to the proposed Class Representative Service Payment. For such reasons, Plaintiffs respectfully request that this Court approve the award of the Class Representative Service Payments.

VI. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED

Under the "common fund" doctrine, Plaintiffs' request for attorneys' fees in the amount of one-third of the Gross Settlement Amount is reasonable, justified and appropriate, because (1) it is within the range routinely awarded as attorneys' fees in similar cases; (2) it is supported by the high quality of Class Counsel's work on this case and the results obtained for the Class; (3) it is supported by the fact that this case was handled on a contingency basis and was undertaken despite various risks and expenses; and (4) no class members objected to the requested attorneys' fees.

A. The Attorneys' Fees Requested Here Fall Within the Reasonable Range Awarded in Similar Cases Under the Well-established Common Fund Method

Attorneys' fees and litigation expenses may properly be awarded based on California's "common fund" doctrine. "The common fund doctrine, like [Code of Civil Procedure] section 1021.5 itself, is an exception to the American rule which provides that parties to a lawsuit must ordinarily pay their own attorney fees. Under both exceptions, class counsel is entitled to the same thing: reasonable attorney fees." *Apple Computer, Inc. v. Superior Court,* 126 Cal. App. 4th 1253, 1269-70 (2005).

The California Supreme Court approved use of the common fund method of awarding attorneys' fees in class actions and approved a fee award at 1/3 of the settlement amount obtained for the class, which is consistent as the percentage of attorneys' fees requested in this case (*i.e.*, 35%). *See Laffitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created"). The Court noted that trial courts have the discretion to award fees as a percentage of the common fund, without the necessity to conduct a lodestar cross-check. *Id.* at 505 ("…[Courts] … retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.").[3] The California Supreme Court's decision was consistent with its prior rulings recognizing that "when a number of persons are entitled in common to a specific fund, and an action brought by … plaintiffs for the benefit of all results in the creation or preservation of that fund, such … plaintiffs may be awarded attorneys' fees out of the fund." *Serrano III v. Priest*, 20 Cal.3d 25, 34 (1977); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("[A] lawyer who recovers a common fund . . . is entitled to reasonable attorneys' fees from the fund as a whole").

The negotiated and unopposed attorneys' fee should also be approved because it is within the approved range of appropriate awards of attorneys' fees in similar wage/hour class action cases in California. Class Counsel have been involved in a number of wage and hour class actions like this one, and California state and federal courts have routinely approved payments of attorneys' fees amounting to 1/3 to 35% of the settlement fund.

B. The High Quality of Work and Excellent Result Obtained Support the Award

In addition to the fact that a Class benefit was created with a common fund, the fairness of the requested fee award of one-third of that common fund is supported by the high quality of work

[3] Here, Class Counsel seeks fees based on the common-fund method. However, if the Court wishes to review Class Counsel's lodestar to date, Class Counsel can provide the Court with detailed time records of all timekeepers who worked on this case as well as their respective hourly rates.

performed by Class Counsel and the good result obtained for the Class. Class Counsel diligently, efficiently, and creatively pursued this case and promptly reached a successful settlement for the benefit of the entire Class. *See* Sung Decl., ¶¶ 4-7. The fact that the Settlement was embraced and supported by the entire Class, as evidenced by no objections and only 16 opt-outs, demonstrates that Class Counsel obtained a very favorable result for the Class. Admin Decl. ¶¶ 8-10. The results obtained are laudable because 100% of the Net Settlement Amount will be distributed to 7,318 Class Members, with a 99.78% participation rate and none of the settlement funds reverting to Defendant.

C. The Contingent Nature of Class Counsel's Representation of Plaintiffs and the Class Further Supports the Fee Award at 35% of the Common Fund

An additional factor militating in favor of the granting of the requested fee award is the fact that this case was both legally and financially risky for Class Counsel. *See Vizcaino v. Microsoft Corp*, 290 F.3d 1043, 1048-49 (9th Cir. 2002). Specifically, there was the prospect of enormous cost inherent in class action litigation, as well as a battle with a corporation represented by a well-respected law firm. In light of Defendant's legal and factual arguments, the ultimate success of either party's arguments was uncertain. Taking all the arguments and defenses into account, the settlement amount reflects the realistic and fair value of the class claims at issue. It is further consistent with similar settlements that have been finally approved by various Courts. While the Parties dispute whether a class would be appropriate if the litigation were to continue, they agree, for the purposes of this settlement only, that the Class is subject to common compensation policies. If Plaintiffs had lost this case, Class Counsel would have recovered nothing, and would have lost its out-of-pocket costs. Marder Decl., ¶ 3; Sung Decl., ¶ 16; *see also Magadia v. Wal-Mart Associates, Inc.*, 999 F.3d 668 (9th Circ. 2021) (reversing trial court judgment that was originally in favor of plaintiff following bench trial and expenditure of significant costs). Finally, the absence of any objections to the requested fee award also supports the appropriateness and reasonableness of the requested attorneys' fees. *In Re Heritage Bond Litig*., 2005 WL 1594403, at *21 (C.D. Cal. 2005) ("The absence of objections or disapproval by class members to Class Counsel's fee further supports finding the fee request reasonable").

VII. <u>THE COURT SHOULD APPROVE THE REQUEST FOR ATTORNEY'S COSTS</u>

The request for of costs in the amount of $25,714.88 is fair and reasonable. Pursuant to the Settlement, Plaintiffs may seek reimbursement of litigation costs up to a maximum of $35,000.00. To date, Class Counsel have expended $25,714.88 in litigation related costs. Sung Decl., ¶ 17, Exh. 2; Lee Decl., ¶ 9, Exh. A; Jones Decl., ¶ 9, Exh. A. As such, this request should be approved.

VIII. THE SETTLEMENT ADMINISTRATOR'S FEES SHOULD BE APPROVED

Pursuant to the terms of the Settlement, the fees and costs of the Administrator, Phoenix Settlement Administrators, are to be paid out of the Gross Settlement Amount. In total, the settlement administration costs total $37,450.00. *See* Admin. Decl. ¶ 17, Exh. B – Admin Invoice. Thus, settlement administration fees in the amount of $37,450.00, as agreed to in the Settlement, should be approved.

IX. NOTICE HAS BEEN PROVIDED TO THE LWDA

On May 5, 2026, Class Counsel uploaded the Court's Order Granting Preliminary Approval, this Motion, the Proposed Judge and Order, and supporting declarations to the LWDA's website. Sung Decl. ¶ 18. The LWDA has not responded or objected to the Settlement. *Ibid.*

X. CONCLUSION

For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiffs respectfully submit that the standards for final approval have been met, and the terms of the Settlement are fair, adequate and reasonable. Accordingly, Plaintiffs respectfully request that the Court enter an Order in the form proposed and submitted:

1. Granting final approval to the proposed Settlement;
2. Approving distribution of the Gross Settlement Amount pursuant to the terms of the Settlement;
3. Approving Plaintiffs' request of Class Representative Service Payments with payment pursuant to the terms of the Settlement;
4. Approving Plaintiffs' request for an award of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment with payment pursuant to the terms of the Settlement;
5. Approving Plaintiffs' request for payment of the settlement administration costs with payment pursuant to the terms of the Settlement; and
6. Entering judgment as to all members of the Settlement Class in this action; and Setting a Compliance Hearing date.

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/ / /

DATED: May 5, 2026

DIVERSITY LAW GROUP, P.C.

By: ______________________

Larry W. Lee
Christine S. Lee
Attorneys for Plaintiffs and the Class

DATED: May 5, 2026

JUSTICE FOR WORKERS, P.C.

By: ______________________

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Dated: May 5, 2026

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