LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
MARIA RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

MARIA RODRIGUEZ, as an individual and on behalf of all others similarly situated, Plaintiff, vs. CLINICAS DEL CAMINO REAL, INC., a California nonprofit corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: 2024CUOE020097 (Consolidated with Case No.: 2024CUOE023496) *[Assigned for all purposes to the Hon. Charmaine H. Buehner, Dept. J4]* **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE SERVICE AWARD, AND ATTORNEYS' FEES AND COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** Date: May 28, 2026 Time: 1:30 p.m. Dept.: J4

MARIA RODRIGUEZ, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

CLINICAS DEL CAMINO REAL, INC., a California nonprofit corporation; and DOES 1 through 100, inclusive,

Defendants.

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 May 28, 2026 at 1:30 p.m. in Department J4 of the above-entitled Court, 4353 E. Vineyard Avenue, Oxnard, California 93036, Plaintiff Maria Rodriguez ("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 Maria Rodriguez 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 Amended Stipulation of Settlement (hereinafter the "Settlement");
5. Approval of an award of $233,333.33 in attorneys' fees to Class Counsel;
6. Approval of an award of $11,453.58 in costs to Class Counsel;
7. Approval of an award of $21,500.00 in costs to Phoenix Settlement Administrators for its settlement administration services;
8. Approval of a service award of $10,000.00 to Plaintiff Maria Rodriguez for her services as Class Representative;
9. Approval of an award of $60,000.00 to the Labor & Workforce Development Agency ("LWDA") and PAGA Employees; and
10. The entering of final judgment in the form of the [Proposed] Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement and Final Judgment filed concurrently herewith.

This Motion is made on the following grounds: (l) the Settlement Class continues to meet the requirements for class certification for settlement purposes only under Code of Civil Procedure § 382; (2) Plaintiff and Class Counsel continue to be adequate representatives of the Settlement Class; (3) the

Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the requested awards of attorneys' fees and costs, service award, LWDA payment, and settlement administration costs are all fair, adequate, and reasonable; and (5) in light of the foregoing, the [Proposed] Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement and Final Judgment submitted concurrently herewith should be entered so as to give finality to, and allow for disbursements from, the Settlement.

This Motion is based on this Notice; the attached Memorandum of Points and Authorities; the supporting declarations of Milan Moore, Scott M. Lidman, Tiara Gose-Hardy, Paul K. Haines, Plaintiff Maria Rodriguez[1], Mayra Gonzalez of Phoenix Settlement Administrators, and the exhibits attached thereto; the Settlement; all other pleadings and papers on file in this action; and on any further oral or documentary evidence or argument presented at the time of hearing.

Dated: May 5, 2026

Respectfully submitted,
LIDMAN LAW, APC

By: Milan Moore
Milan Moore

Attorney for Plaintiff
MARIA RODRIGUEZ

[1] The declaration of Plaintiff Maria Rodriguez was originally filed with this Court 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

I. INTRODUCTION

Plaintiff Maria Rodriguez ("Plaintiff") submits this memorandum of points and authorities in support of her motion for final approval of the class action settlement (the "Settlement") with Defendant Clinicas Del Camino Real, Inc. ("Defendant") on behalf of the Settlement Class defined as: "All current and former non-exempt, hourly employees of Defendant Clinicas Del Camino Real, Inc. who worked at any time in California during the Class Period." The Class Period is the period of time of June 29, 2022 through August 1, 2025.

In this non-reversionary Settlement, all participating Settlement Class members will receive **automatic** payments without the need to submit a claim form, resulting in an estimated average settlement payment of $310.60 to each participating Settlement Class member. 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 January 8, 2026, nothing has changed to impact the propriety, fairness, adequacy and reasonableness of the Settlement. As of the Response Deadline, none of the 1,171 Settlement Class members have opted out of the Settlement and not a single Settlement Class member has filed an objection to any portion of the Settlement.

As explained below, the Court should grant Plaintiff's motion in its entirety because: (1) the Settlement Class continues to meet the requirements for class certification for settlement purposes under Code of Civil Procedure § 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 Service Award, payment to the Labor Workforce Development Agency ("LWDA") and PAGA Employees, 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 Granting Plaintiff's Motion for Final Approval of Class Action Settlement and [Proposed] Final Judgment submitted concurrently herewith.

II. FACTUAL AND PROCEDURAL BACKGROUND

On January 31, 2024, Plaintiff filed the instant putative class action complaint. *See* Declaration of Milan Moore ("Moore Decl."), ¶ 7. Plaintiff alleged causes of action for: (1) failure to pay all overtime wages owed; (2) failure to pay all minimum wages owed; (3) failure to provide meal periods; (4) failure to authorize and permit all rest periods; (5) failure to reimburse necessary business expenses; (6) failure to provide accurate, itemized wage statements; (7) failure to pay all wages owed upon termination; and (8) unfair competition in violation of California Business & Professions Code § 17200, *et seq*. *Id.* On January 30, 2024, Plaintiff sent a PAGA notice letter to the Labor and 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. Moore Decl., ¶ 8.

On April 11, 2024, Plaintiff filed a separate representative action complaint alleging a single cause of action for civil penalties under the PAGA ("PAGA Action") based on the Labor Code violations alleged in the Class Action complaint (Ventura County Superior Court, 2024CUOE023496). *Id.*

On August 15, 2025, the Parties stipulated to consolidate the Class Action and PAGA Action, and on September 11, 2025 the Court entered an order consolidating the cases. Moore Decl., ¶ 9.

A. Plaintiff's Claims

As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary theory of liability is related to Defendant's failure to compensate its non-exempt employees for all time worked. Moore Decl., ¶ 17. Specifically, Plaintiff alleges that Defendant required Plaintiff to communicate and coordinate with other non-exempt employees regarding staff shortages and shift coverages, but Plaintiff and the other employees were not permitted to record the time as time worked. *Id*. Additionally, Plaintiff and other non-exempt employees were required to submit to temperature checks prior to clocking in for shifts. *Id*. As a result, Plaintiff contends that Defendant failed to pay her and other non-exempt employees all minimum and overtime wages owed. *Id.*

Plaintiff also alleges that she and Settlement Class Members were not provided with all legally-required meal periods in compliance with California law due to Defendant's unlawful meal period policies/practices. Moore Decl., ¶ 19. Due to work demands, Plaintiff was often prevented from taking meal periods that commenced before the end of the fifth (5th) hour of work. *Id*.

Plaintiff further alleges that she and other Settlement Class Members were not authorized and permitted to take all required rest periods due to Defendant's rest period practices which fail to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*. Moore Decl., ¶ 21.

Plaintiff alleges that Defendant required her and the other Settlement Class Members to use their personal cellular phone for business purposes. Moore Decl., ¶ 23. Despite knowing that putative class members had incurred necessary business expenses, Defendant failed to reimburse putative class members in violation of Section 2802 and *Cochran*. *Id.*; See *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal. App. 4th 1137, 1144.

Plaintiff further alleges that Defendant issued inaccurate wage statements in violation of Labor Code § 226. Moore Decl., ¶ 25. 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 thus did not accurately show gross wages earned, total hours worked by the employee, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. *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 and meal and rest period premiums at the end of employment. Moore Decl., ¶ 27.

Lastly, Plaintiff seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations. Moore Decl., ¶ 29.

As explained *infra* and in Plaintiff's Motion for Preliminary Approval, Defendant denies Plaintiff's claims, maintains that it has consistently compensated Settlement Class Members in accordance with all applicable laws, and asserts several affirmative defenses, both on the merits and with respect to class certification.

B. <u>Mediation and Settlement</u>

In advance of mediation, Defendant informally produced time records and payroll data for a 15 percent sampling of the putative class. Moore Decl., ¶ 10. After a detailed review of the documents and data produced by Defendant, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. *Id*. This discovery allowed the parties to assess the merits and value of Plaintiff's claims and Defendant's defenses thereto. *Id*.

On June 2, 2025, a mediation was held with Michael Ludwig, Esq., a well-respected wage and hour class action mediator. Moore Decl., ¶ 11. 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*.

C. Preliminary Approval of Settlement

Plaintiff filed with the Court her Motion for Preliminary Approval, along with the Stipulation of Settlement, on September 12, 2025. Moore Decl., ¶ 12. On September 12, 2025, Plaintiff also submitted the Stipulation of Settlement and Motion for Preliminary Approval to the LWDA. *Id*., Exh. A.

On October 29, 2025, the Court ordered Plaintiff to clarify and resolve several issues the Court took with the Motion for Preliminary Approval and Stipulation of Settlement. Moore Decl., ¶ 13. On November 20, 2025, Plaintiff provided the court with a Supplemental Brief In Support of Preliminary Approval, including the Amended Stipulation of Settlement, and the amended Proposed Order. *Id*. These documents were submitted to the LWDA on November 20, 2025. *Id*., Exh. B.

Subsequently on December 15, 2025, the Court granted preliminary approval of the class action settlement, approving the Settlement. Moore Decl., ¶ 14, Exh. C (Order Granting Preliminary Approval). Plaintiff submitted to the LWDA the Order Granting Preliminary Approval on February 20, 2026. *Id*., Exh. D.

On January 14, 2026, the Court-approved Class Notice was sent to 1,171 Settlement Class members. *See* Declaration of Mayra Gonzalez of Phoenix Settlement Administrators ("Gonzalez Decl."), ¶ 5. The Settlement Class members had until March 16, 2026 to submit disputes, objections, and/or requests for exclusion. Gonzalez Decl., ¶¶ 7-9. As of the date of the Response Deadline, there have been **no objections, no disputes** and **no opt-outs.** *Id*. 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 approved at the preliminary approval stage encompassed "all current and former non-exempt, hourly employees of Defendant Clinicas Del Camino Real, Inc. who worked at any time in California during the Class Period." Moore Decl., ¶ 16, Exh. C. The Class Period is the period of June 29, 2022 through August 1, 2025. *Id*.

B. <u>Monetary Terms of the Settlement</u>

The Settlement requires Defendant to pay a Gross Settlement Amount ("GSA") of $700,000.00. Settlement, ¶ 5. The Net Settlement Amount ("NSA") is the amount remaining from the GSA after deducting requested attorneys' fees ($233,333.33) and verified costs ($11,453.58), proposed Class Representative Service Award to Plaintiff ($10,000.00), Settlement Administration costs ($21,500.00), and PAGA Amount ($60,000.00). Settlement, ¶ 6.A. Based on these requested amounts, the NSA is calculated to be approximately $363,713.09. Gonzalez Decl., ¶ 12.

The Net Settlement Amount shall be allocated to Settlement Class members who worked during the Class Period, as follows: Each participating Settlement Class member shall receive a proportionate settlement share based upon the number of Workweeks worked during the Class Period, the numerator of which is the Settlement Class member's total Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all Settlement Class Members who worked during the Class Period. Settlement, ¶ 6.B.i.

The Administrator will calculate each individual PAGA payment by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all PAGA Employees during the PAGA Period. Settlement, ¶ 6.B.ii.

The Parties agreed that 20 percent of each Settlement Award will be allocated as wages. Settlement, ¶ 6.D. The wages are subject to tax withholding and will be reported on IRS W-2 Form. *Id*. The remaining 80 percent of each Settlement Award will be allocated as interest and penalties, which are not subject to wage withholdings and will be reported on IRS Form 1099. *Id.*

C. <u>Summary of Notice Process</u>

1. Mailing of Notice Packets

On December 23, 2025, Defendant provided Phoenix Settlement Administrators ("PSA") with the Class Data, that is the names, last-known mailing addresses, phone numbers, social security numbers, and the number of Workweeks worked by each Settlement Class member while employed during the Class

Period. Gonzalez Decl., ¶ 3; Settlement, ¶ 11.A. After performing address updates and verifications, PSA mailed the Class Notice to the 1,171 Settlement Class members on January 14, 2026. *Id*., ¶¶ 4-5. Following the initial mailing, zero (0) Class Notices were returned to PSA as undeliverable. *Id*., ¶ 6. As such, zero (0) Class Notices remain undeliverable.

Settlement Class members had until March 16, 2026 to submit objections, requests for exclusion, or disputes. Gonzalez Decl., ¶¶ 7-9. As of the Response Deadline, there were no objections, no disputes, and no opt-outs. *Id*. Accordingly, the participation rate amongst the Settlement Class members is 100 percent and the average estimated payment is $310.60, with the highest estimated payment to be $545.70 and the lowest estimated payment to be $3.37. Gonzalez Decl., ¶ 13.

D. <u>Timing of Funding</u>

Defendant shall fully fund the Gross Settlement Amount, including all amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting such funds to the Administrator within thirty (30) days after the Effective Date. Settlement, ¶ 5.B. The Effective Date is the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed. Settlement, ¶ 5.C.

Individual Settlement Payments and payments to PAGA Employees will be mailed approximately 14 days after Defendant funds the GSA. Settlement, ¶ 6.C.

E. <u>Uncashed Funds</u>

Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Settlement, ¶ 6.E. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to the California Secretary of State- Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member. *Id*.

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

As stated in the Notice mailed to Settlement Class members, the final judgment entered by the Court will be posted by the Settlement administrator on the Settlement Administrator's website at rodriguez-v-clinicas-del-camino-real.phoenixcases.com. See Gonzalez Decl., Exh. A.

IV. **ARGUMENT**

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

Under Code of Civil Procedure § 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's claims; and (4) the representative will fairly and adequately represent the class's interests. *See Richmond v. Dart Industries, Inc*. (1981) 29 Cal.3d 462, 470.

Here, this Court found that the Settlement Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval of the Settlement on January 8, 2026. *See* Moore Decl., ¶ 14; Exh. C. Subsequent to the Court's order granting preliminary approval, no events have cast doubt on the propriety of this determination and, in fact, the reaction of the Settlement Class members thus far to the Settlement has been strongly in support of the Settlement, with no Settlement Class Members objecting to any portion of the Settlement and no Settlement Class Members electing to opt-out of the Settlement. *See* Gonzalez Decl., ¶¶ 7-9. This Court should therefore confirm its conditional certification of the Settlement Class.

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

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, 438 (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 to:

> [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 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 that Defendant failed to pay for all hours worked, Defendant contends that it compensated Settlement Class Members for all of their time worked. Moore Decl., ¶ 18. Defendant also contends that its timekeeping practices were lawful, and any unpaid time was *de minimis* and therefore non-compensable. *Id*. Defendant further asserts that Plaintiff would be unable to certify an unpaid wages class given the individualized inquiries that would be required. *Id*.

As for Plaintiff's meal period violations claim, Defendant counters that it has always provided non-exempt employees with an opportunity to take 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. Moore Decl., ¶ 20. Further, as a result of an earlier wage and hour class action lawsuit against Defendant resolving in June 2022, Defendant took further action to ensure that its employees were provided either compliant meal periods or meal period premiums for any non-compliant meal periods. *Id*. Defendant also 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 because 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 violations claim, Defendant argues 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. Moore Decl., ¶ 22. Defendant further contends that as a result of an earlier wage and hour class action lawsuit against Defendant resolving in June 2022, Defendant took further action to ensure that its employees were provided either compliant rest periods or rest period premiums for any non-compliant rest periods. *Id*. Defendant argues that Plaintiff's rest period claims are 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*.

As for Plaintiff's claim for unreimbursed business expenses, Defendant asserts that, given the wide array of cellular phone plans, any expenses would be *de minimis*. Moore Decl., ¶ 24.

In regard to Plaintiff's wage statement violations 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. Moore Decl., ¶ 26.

As for Plaintiff's waiting time penalties 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. Moore Decl., ¶ 28; *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 claim for PAGA civil penalties, Defendant argues that Plaintiff's PAGA claim will fail for the same reasons that her underlying claims will fail. Moore Decl., ¶ 30; *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 and efforts to comply with the law, 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. *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. As detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff carefully vetted the claims at issue and conducted a detailed statistical analysis of the extrapolated class-wide data to arrive at the calculated damages figures. 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 are calculated based on the number of workweeks worked by each Settlement Class member. *See* Settlement ¶ 6.B. 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 shifts. 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 Percent Participation Rate 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 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 or has elected to opt-out, and none of the 1,171 Class Notices were returned undeliverable. Gonzalez Decl., ¶¶ 6-9. 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). 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 $233,333.33 (one-third of the Total 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* Moore Decl., ¶ 31. 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 can enhance 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.

Additionally, Class Counsel submits that the request for attorneys' fees is reasonable when viewed as an overall percentage of the settlement in light of the substantial risks, significant work undertaken, the extremely positive results obtained for the class, and the efficiency with which the Parties conducted the litigation. Additionally, *Tipton-Whittingham v. City of Los Angeles*, 34 Cal.4th 604, 608 (2004), the California Supreme Court held, "California law continues to recognize the catalyst theory and does not require 'a judicially recognized change in the legal relationship between the parties' as a prerequisite for obtaining attorney fees under [CCP] section 1021.5." According to the Court, "In order to obtain attorney fees [in such circumstances]…, a plaintiff must establish that (1) the lawsuit was a catalyst motivating the Defendant to provide the primary relief sought; (2) that the lawsuit had merit and achieved its catalytic effect by threat of victory, not by dint of nuisance and threat of expense…; and (3) that the plaintiffs reasonably attempted to settle the litigation." *Id.* Plaintiff satisfies these requirements.

In this case, Class Counsel have a lodestar of $119,272.50 which results in a multiplier of approximately 1.95 compared to the $233,333.33 fee request. Moore Decl., ¶ 35. A 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. *Id.*, Exh. F.

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (27th Year Attorney)	$950	53.7	$51,015.00
Paul K. Haines (19th Year Attorney)	$975	12.6	$12,285.00
Milan Moore (10th Year Attorney)	$725	43.1	$31,247.50
Tiara Gose-Hardy (7th Year Attorney)	$625	32.2	$20,125.00
Paralegals	$250	18.4	$4,600.00
Total Lodestar			**$119,272.50**

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 percent, and not a single Settlement Class member has objected to the Settlement or to Class Counsel's requested fees as of the date of this filing. *See* Gonzalez Decl., ¶¶ 7-9. Additionally, the *average* settlement payment in this case of approximately $310.60 is 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); *Schiller v. David's Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *17 (E.D. Cal. 2012) (finding that average payment to class members of less than $200 was a "good" result); *Williams v. Centerplate, Inc.*, Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013) (granting final approval of class action settlement where average recovery for each class member was approximately $108). 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. Moore Decl., ¶ 35. During this time, Class Counsel have expended $11,003.58, in actual costs, have devoted substantial time to this litigation and expect to incur approximately $450.00 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, Case Anywhere fees, service and messenger fees, and/or postage fees. Moore Decl., ¶ 33, Exh. E. Class Counsel's efforts have included conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, 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 agreement and amended settlement agreement, preparing the Motions for Preliminary and Final Approval, overseeing the settlement administration process, and otherwise litigating this case. *See* Moore Decl., ¶ 32. 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.

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 of unpaid wages and related penalties. *See* Moore Decl., ¶¶ 2-5; Declaration of Scott M. Lidman ("Lidman Decl."), ¶¶ 3-8; Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 3-8; and Declaration of Tiara Gose-Hardy ("Gose-Hardy Decl."), ¶¶ 2-4. 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* Moore Decl., ¶ 34. 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 Class 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 and civil penalties, to name just a few. Moore Decl., ¶¶ 17-30. 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 seek reimbursement of $11,453.58 (including anticipatory fees and expenses related to the instant motion and other future activity in this case) in litigation costs. Class Counsel's request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred. *See* Moore Decl., ¶ 33; Exh. E. 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 as of the date of filing no Settlement Class member has objected to them, Plaintiff respectfully requests the Court grant the request for actual costs incurred.

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E. The Court Should Finally Approve the Requested Administration Costs

Plaintiff also requests that the Court approve $21,500.00 in administration costs to the Settlement Administrator, Phoenix Settlement Administrators ("PSA"). As detailed in the declaration of Mayra Gonzalez on Behalf of PSA submitted herewith, PSA performed duties in connection with this Settlement that were integral in effectuating the Settlement and the Notice process. *See* Gonzalez Decl., ¶ 2. Among other things, PSA calculated each Settlement Class member's individual settlement payment, updated addresses contained in the class data supplied by Defendant, formatted the Class Notices for mailing, mailed Class Notices to all 1,171 Settlement Class members in English and Spanish, maintained an information website, kept the parties informed of any objections or requests for exclusion, and have otherwise administered the Settlement. *See* Gonzalez Decl., ¶¶ 2-16.

For these reasons, PSA's requested costs are fair, reasonable, and adequate, and should be finally approved.

F. This Court Should Finally Approve Plaintiff's Requested Service Award Because It Is Fair, Adequate, and Reasonable in View of Plaintiff's Efforts and the Risks that She Assumed on Behalf of the Class

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 a service award 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 Settlement Class members. Moore Decl., ¶ 38; Declaration of Maria Rodriguez ("Rodriguez Decl."), ¶¶ 7-13. Plaintiff provided substantial factual information and documents to Class Counsel, attended multiple meetings with Class Counsel to discuss the claims and theories at issue in the litigation, and participated in the mediation. *Id*. Moreover, after receiving notice of the proposed Class Representative Service Award for Plaintiff, no Settlement Class member has objected to the proposed award, as of the date of this filing. *See* Gonzalez Decl., ¶¶ 7-

9. Thus, the service award to Plaintiff is appropriate and justified as part of the Settlement and should be finally approved. The class has benefited from Plaintiff's actions, as the average settlement amount is $310.60.

Further, Plaintiff understood that the lawsuit is a matter of public record and being part of the lawsuit could stigmatize her and/or affect future employment. *See* Rodriguez Decl., ¶ 8. Plaintiff also understood the risk that she could be liable for Defendant' costs if she lost the case. *See* Rodriguez Decl., ¶ 8. Plaintiff accepted these risks and burdens because she wanted Defendant to compensate its current and former employees for unpaid wages. *Id*. Plaintiff estimates she spent seven to nine hours on activities related to this case. *Id*. at ¶ 9.

Moreover, Plaintiff has agreed to release, in addition to the released claims included within the Settlement, all claims, whether known or unknown, under federal, state, or local law against Defendant and the Released Parties. Settlement ¶ 5.1.1. As a result, she is waiving all rights and benefits afforded by Section 1542 of the California Civil Code. *Id*.

V. <u>CONCLUSION</u>

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

Dated: May 5, 2026

Respectfully submitted,
LIDMAN LAW, APC

By: Milan Moore
Milan Moore

Attorney for Plaintiff
MARIA RODRIGUEZ