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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

CYNTHIA LASITER, as an individual and on behalf of all others similarly situated, and as a private attorney general,

Plaintiff,

vs.

HAYWARD SISTERS HOSPITAL dba ST. ROSE HOSPITAL, a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 24CV061793

[Hon. Michael Markman, Department 23]

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

[*Filed concurrently with Declaration of Larry W. Lee; Declaration of Simon L. Yang; Declaration of William L. Marder; Declaration of Cynthia Lasiter; [Proposed] Order*]

Date:	September 23, 2025
Time:	10:00 a.m.
Department:	23
Reservation ID:	**261014568083**
Complaint Filed:	January 29, 2024
FAC Filed:	April 3, 2024

TO THE COURT, DEFENDANT, AND ITS COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on September 23, 2025, at 10:00 a.m., or as soon thereafter as the matter may be heard in Department 23 of the above-entitled court located at 1225 Fallon Street, Oakland, California 94612, Plaintiff, Cynthia Lasiter, will and hereby do move for an Order:

1. approving the Joint Stipulation of Class Action and PAGA Settlement (the "Agreement") attached as Exhibit 1 to the concurrently filed Declaration of Simon L. Yang;
2. conditionally certifying the following Class for settlement purposes only: all current and former non-exempt employees of Defendant, Hayward Sisters Hospital dba St. Rose Hospital, in the State of California who were paid an additional hour of pay for meal and rest period premiums in a workweek between January 29, 2020, and May 12, 2023, in which they also earned non-base hourly wages or other non-hourly, non-discretionary remuneration (the "Class");
3. appointing Plaintiff as the Class Representative and Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group as Class Counsel;
4. approving the Agreement on a preliminary basis and finding that it, the total Gross Settlement Amount in the amount of $675,000.00, the amounts requested for the Administration Costs, Attorneys' Fees and Costs Award, Class Representative Award, PAGA Penalty Fund, and the allocation of payments to Class Members appear to be within the range of reasonableness for a settlement that could ultimately be given final approval;
5. appointing Phoenix Settlement Administrators as the Administrator;
6. approving the distribution of the Notice of Class Action Settlement attached as Exhibit A to the Agreement; and
7. scheduling a Final Approval Hearing.

The Motion is made pursuant to Rule 3.769 of the California Rules of Court, which allows the Court to preliminarily certify a class for settlement purposes and to approve a class action settlement. The basis for the Motion is that the proposed settlement is fair, adequate, and reasonable, and the procedures proposed by the Parties are adequate to ensure class members are able to participate in, opt out of, or object to the settlement.

The Motion is based on this notice, the memorandum of points and authorities, the Agreement and proposed Notice of Class Action Settlement, the supporting Declarations of Larry W. Lee, Simon L. Yang, William L. Marder, and Cynthia Lasiter, all pleadings and papers on file herein, and any further oral and documentary evidence as may be presented before or at the hearing of this matter.

DATED: August 26, 2025

DIVERSITY LAW GROUP, P.C.

By: ______________________________
Larry W. Lee
Simon L. Yang
Attorneys for Plaintiff

MEMORANDUM OF POINTS AND AUTHORITIES

TABLE OF CONTENTS

Page

TABLE OF AUTHORITIES

Page

State Cases

Federal Cases

SUMMARY OF MOTION

On a classwide basis and as a proxy for the State of California pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Plaintiff, Cynthia Lasiter, sued Defendant, Hayward Sisters Hospital dba St. Rose Hospital, for allegedly underpaying meal and rest period premiums to Plaintiff and other employees. Specifically, Plaintiff alleges that when she and other non-exempt employees earned non-base hourly wages or other non-hourly, non-discretionary remuneration in workweeks in which they were paid an additional hour of wages paid for missed, late, or interrupted meal periods and rest periods, Defendant underpaid those meal and rest period premiums at Plaintiff and others' base rates of pay, rather than at their regular rates of pay. Defendant denies that it violated the law.

Based on their own independent investigations and evaluations, the Parties have agreed to a class and PAGA-wide resolution. The Joint Stipulation of Class Action and PAGA Settlement ("Agreement"), which is attached as Exhibit 1 to the concurrently filed Declaration of Simon L. Yang, requires Defendants to pay a gross settlement sum of **$675,000.00 for the class and PAGA-wide settlement of claims** through May 12, 2023.[1] **It is estimated that the settlement will provide a gross payment of $1,216.22, on average, per Class Member**. Significantly, the entire settlement amount is non-reversionary; none of the settlement amount will revert back to Defendants.

Although Plaintiff and her counsel are confident that litigation of the claims would result in a classwide judgment against Defendant, they recognize the inherent risks in litigation, including the specific risks that the certified class could be decertified, liability could not be established at trial, or the applicable law could change. The Parties and their counsel are of the opinion that the settlement on the terms set forth in the Agreement would be fair, reasonable, and adequate.

As the settlement would be in the best interests of the Class, Plaintiff respectfully requests that the Court grant this Motion for Preliminary Approval of Class Action Settlement.

RELEVANT BACKGROUND

On January 29, 2024, Plaintiff filed the original complaint initiating the Action on behalf of a putative class of current and former employees of Defendant in the State of California. Declaration of

[1] Defendant changed certain practices as of this date.

Simon L. Yang ("Yang Decl.") ¶ 2. The Action pursued class action claims based on Defendant's alleged underpayments of meal and rest period premiums. *Id.* As a result of Defendant's alleged underpayments of meal and rest period premiums, the Action alleged multiple Labor Code violations for failures to provide meal periods, provide rest periods, timely pay all wages due, and furnish accurate itemized wage statements. *Id.* On April 3, 2024, Plaintiff filed a first amended complaint that also pursued representative PAGA action claims.

Upon the initiation of the Action, Plaintiff and Defendant met and conferred about the claims. Yang Decl. ¶ 3. Defendant also provided Plaintiff with information about various legal and factual defenses, including those based on changes in Defendant's practices. *Id.* On numerous dates thereafter, Plaintiff and Defendant exchanged information and documents that Plaintiff contended supported the claims and that Defendant contended supported its defenses. *Id.* Plaintiff also propounded formal discovery requests. *Id.*

Class Counsel continued investigating the alleged claims and also analyzed any defenses raised by Defendants. Yang Decl. ¶ 4. Ultimately, the Parties agreed to schedule a mediation to potentially resolve the claims. *Id.* To enable a potential resolution, Defendant provided the relevant numbers of individuals, allegedly underpaid meal and rest period premiums, and workweeks, for example, among other things. *Id.* Defendant's willingness to provide informal discovery on a classwide basis enabled Plaintiff to evaluate the full scope of Defendant's potential liability. *Id.*

On January 31, 2025, the Parties attended mediation with Steven G. Pearl, an experienced mediator knowledgeable of both the wage and hour laws and class and representative action claims at issue. Yang Decl. ¶ 5. With the mediator's assistance and based upon a mediator's proposal, the Parties were able to agree to settlement terms, which were negotiated in light of all known facts and circumstances—including the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues. *Id.* The settlement terms were memorialized in the Joint Stipulation of Class Action and PAGA Settlement. *Id.* Ex. 1 (the "Agreement").

SUMMARY OF PROPOSED SETTLEMENT

I. Class Definition

The proposed settlement class of "Class Members" includes all current and former non-exempt employees of Defendant in the State of California who were paid an additional hour of pay for meal and rest period premiums in a workweek between January 29, 2020, and May 12, 2023, in which they also earned non-base hourly wages or other non-hourly, non-discretionary remuneration. Agreement § 1.5. The Class Period is from January 29, 2020, through May 12, 2023. *Id.* § 1.7. There are 555 Class Members. *Id.* § 1.5.[2]

II. Settlement Payments

The Agreement requires Defendant to pay a non-reversionary Gross Settlement Amount of $675,000.00. Agreement § 5.1. From the Gross Settlement Amount, the Parties will request that the Court approve a PAGA Penalty Fund, Administration Costs, an Attorneys' Fees and Costs Award, and a Class Representative Award. *Id.* § 1.13. Except for these allocations requiring Court approval, the entirety of the remainder of the Gross Settlement Amount will be allocated to Class Members. *Id.* §§ 1.13, 1.16. *After* all requested payments from the Gross Settlement Amount, it is expected that, on average, each Class Member will be allocated $666.67 net in settlement payments. Yang Decl. ¶ 8.[3]

III. Released Claims

Only Plaintiff is subject to a general release with a California Civil Code section 1542 waiver. Agreement § 6.3. Settlement Class Members release only any and all claims during the Class Period that were pled in the operative First Amended Complaint in the Action, and which reasonably could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein. *Id.* § 6.1. The LWDA releases any and all PAGA claims during the PAGA Period that are based on the Labor Code violations pled in the operative First Amended Complaint in the Action. *Id.* § 6.2.

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[2] The settlement also defines a group of PAGA Employees, which includes all current and former non-exempt employees of Defendant in the State of California who were paid an additional hour of pay for meal and rest period premiums in a workweek between January 29, 2023, and May 12, 2023, in which they also earned non-base hourly wages or other non-hourly, non-discretionary remuneration. Agreement § 1.17. There are 148 PAGA Employees. *Id.*

[3] It is also expected that, on average, each PAGA Employee will be allocated an additional $67.57. Yang Decl. ¶ 8.

LEGAL STANDARD

Any settlement of a class action lawsuit must be reviewed and approved by the trial court. This is done in two steps: (1) an early (preliminary) review by the trial court, and (2) a final review after notice has been distributed to class members for their comment or objections. As the Manual for Complex Litigation (Third) explains, in the first step "counsel submits the proposed terms of settlement and the court makes a preliminary fairness evaluation":

> If the preliminary evaluation of the proposed settlement does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment of class representatives or of segments of the class, or excessive compensation for attorneys, and appears to fall within the range of possible approval, the court should direct that notice … be given to the class members of a formal fairness hearing, at which arguments and evidence may be presented in support of and in opposition to the settlement.

Manual for Complex Litigation (Third) § 30.41.

A preliminary approval by the trial court thus is a conditional finding that the settlement does not appear to be unfair. As Professor Newberg comments, "[t]he strength of the findings made by a judge at a preliminary hearing or conference concerning a tentative settlement proposal may vary. The court may find that the settlement proposal contains some merit, is within the range of reasonableness required for a settlement offer, or is presumptively valid subject only to any objections that may be raised at a final hearing." 4 Alba Conte & Herbert B. Newberg, Newberg on Class Actions, § 11.26 (4th ed. 2002).

The parties also may, at the preliminary approval stage, request that the court provisionally approve certification of the class—conditioned upon final approval of the settlement. As further explained by Professor Newberg:

> The strength of the findings made by a judge at a preliminary hearing or conference concerning a tentative settlement proposal … may be set out in conditional orders granting tentative approval to the various items submitted to the court. Three basic rulings are often conditionally entered at this preliminary hearing. These conditional rulings may approve a temporary settlement class, the proposed settlement, and the class counsel's application for fees and expenses.

4 Newberg on Class Actions, at § 11.26. Indeed, "pre-certification settlements are routinely approved if found to be fair and reasonable." *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 240 (2001); *accord Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1803 (1996) (explaining that a settlement before any "adversary certification" may still be approved if a court is satisfied that it is "fair, adequate and reasonable").

DISCUSSION

I. The Proposed Settlement Is Fair, Adequate, and Reasonable.

A. The Settlement Is Entitled to a Presumption of Fairness.

A trial court must determine and approve a class action settlement is fair to "prevent fraud, collusion or unfairness to the class" through settlement and dismissal of the class action." *Consumer Advocacy Grp., Inc. v. Kintetsu Enters. of America*, 141 Cal. App. 4th 46, 60 (2006). Courts presume the absence of fraud or collusion in the negotiation of settlement unless there is evidence to the contrary. *Priddy v. Edelman*, 883 F.2d 438, 447 (6th Cir. 1989); *Mars Steel Corp. v. Continental Illinois Nat'l Bank & Trust Co.*, 834 F.2d 677, 682 (7th Cir. 1987); *In re Chicken Antitrust Litig.*, 560 F. Supp. 957, 962 (N.D. Ga. 1980). Indeed, a presumption of fairness exists where (i) the settlement is reached through arm's length bargaining; (ii) investigation is sufficient to allow counsel and the court to act intelligently, (iii) counsel is experienced in similar litigation, and (iv) the percentage of objectors is small. *Wershba*, 91 Cal. App. 4th at 245 (citing *Dunk*, 48 Cal. App. 4th at 1802).

While the recommendations of counsel proposing the settlement are not conclusive, the Court can properly take them into account, particularly where counsel have conducted thorough investigation, are experienced with this type of litigation, and agreed to a resolution through arm's length negotiation. See Newberg on Class Actions, supra, at § 11.47; *National Rural Telecomms. Coop.*, 221 F.R.D. at 528 ("So long as the integrity of the arm's length negotiation process is preserved, however, a strong initial presumption of fairness attaches to the proposed settlement … and 'great weight' is accorded to the recommendations of counsel, who are most closely acquainted with the facts of the underlying litigation.") (citations omitted). In such circumstances, courts do not substitute their judgment for that of the proponents. *National Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004); *accord Hammon v. Barry*, 752 F. Supp. 1087 (D.D.C. 1990); *Steinberg v. Carey*, 470 F. Supp. 471 (S.D.N.Y. 1979); *In re Armored Car Antitrust Litig.*, 472 F. Supp. 1357 (N.D. Ga. 1979); *Sommers v. Abraham Lincoln Federal Sav. & Loan Ass'n*, 79 F.R.D. 571 (E.D. Pa. 1978).

Here, both Plaintiff's counsel and Defendant's counsel have a great deal of experience in wage and hour class action litigation. Plaintiff's counsel have extensive class action and litigation experience and have been approved as class counsel in numerous wage and hour class actions. Declaration of Larry

W. Lee ("Lee Decl.") ¶¶ 5-8; Yang Decl. ¶¶ 10-14; Declaration of William L. Marder ("Marder Decl.") ¶¶ 2-7. Each side has apprised the other of their respective factual contentions and legal theories, and each side has considered the other's contentions and theories. Defendant provided its written policies and classwide data, among other things—enabling Plaintiff to assess the value of Class Members' claims and further enabling negotiations to take place between the Parties. Yang Decl. ¶ 4. As further discussed below, the settlement is the result of extensive arm's length negotiations between the Parties and their counsel. *Id.* ¶ 9.

B. The Settlement Obtains an Excellent Result for Class Members.

1. The Settlement Amount Is Reasonable.

The Agreement requires Defendant to pay a gross settlement amount of $675,000.00—or approximately $1,216.22 gross, on average, per Class Member. Yang Decl. ¶ 6. This amounts to approximately 20.38% of Defendant's potential liability. Plaintiff's ounsel believes this is an excellent result for Class Members. *Id.*

To wit, Plaintiff alleges that Defendant underpaid meal and rest period premiums to Class Members. Yang Decl. ¶ 6. Plaintiff contends that such underpayments, however small, result in Labor Code section 203 penalties of up to 30 days wages. *Id.* Plaintiff also contends that the alleged underpayments result in untimely payments and a $100 penalty per pay period under Section 210. *Id.*[4] Plaintiff also contends that such underpayments cause wage statement violations that under Section 226(e) result in a $50 penalty for the first non-compliant wage statement to each Class Member and a $100 penalty for each additional non-compliant wage statement to the Class Member, up to a maximum of $4,000.00 per Class Member. *Id.* Moreover, under PAGA, Plaintiff contends that Defendants also would be liable for an additional $300 per pay period for these violations under Sections 226.3 and 558. *Id*.

On the other hand, Defendant contests the merits and denies it is liable at all. Yang Decl. ¶ 7. Moreover, even if Plaintiff were to prevail on the merits, Defendant disputes the extent of liability. *Id.* For example, with respect to liability for underpaid meal and rest period premiums, Defendant contends that it would not be subject to Section 203 penalties, based on a "good faith dispute" defense. *Id.*

[4] Except as otherwise noted, all "Section" references are to the Labor Code.

Likewise, with respect to wage statement liability, Defendant contended that liability under Section 226(e) would be precluded based on a "good faith dispute" defense, and subject to additional defenses requiring proof of injuries resulting from knowing and intentional violations. *Id.* Similarly, with respect to PAGA penalties, Defendant claims that the alleged circumstances are such that PAGA penalties would be subject to discretionary reductions. *Id.*

While the Parties disagree on the application of the law to the facts, each Party recognized in negotiations that, if taken to trial, the other Party would at least have reasonable arguments, such that the Gross Settlement Amount to which the Parties ultimately agreed was reasonable. Yang Decl. ¶ 8. Ultimately, based on classwide data available at mediation, Plaintiff argued that the potential total recovery amounted to approximately $3,311,448.00—which included approximately $3,087,348.00 under Section 203,[5] $46,300.00 under Section 210,[6] $38,900.00 under Section 226(e),[7] and $138,900.00 under Sections 226.3 and 558.[8] *Id.* Plaintiff contends that the Gross Settlement Amount of $675,000.00—approximately 20.38% of the potential total recovery of $3,311,448.00—is an excellent result. *Id.*

Numerous courts have held that gross settlement amounts of less than 20%—and as little as 8%—of a defendant's potential exposure are fair and reasonable. *See, e.g., In re Mego Fin. Corp. Secs. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) (holding that class action settlement recovering 16% of potential exposure was fair and reasonable; "It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair. Rather, the fairness and the adequacy of the settlement should be assessed relative to risks of pursuing the litigation to judgment."); *Bellinghausen v. Tractor Supply Co.*, 2015 WL 1289342, at *6 (N.D. Cal. Mar. 20, 2015) (holding that class action settlement recovering between 8.5% and 25% of the defendant's potential exposure was fair); *Van Ba Ma v. Covidien Holding Inc.*, 2014 WL 2472316, at *3

[5] $3,087,348.00 = 209 relevant formerly employed Class Members x $61.55 average final hourly rate of pay x 8 hours per day x 30 days.

[6] $46,300.00 = 463 relevant pay periods with alleged underpayments x $100 per pay period.

[7] $38,900.00 = 148 initial violations x $50 per initial violation + 315 subsequent violations x $50 per subsequent violation.

[8] $138,900.00 = 463 relevant pay periods with alleged underpayments x ($50 per pay period + $250 per pay period.

(C.D. Cal. May 30, 2014) (acknowledging risks of continued litigation and granting preliminary approval of wage and hour class action settlement obtaining 9.1% of projected damages); *Villegas v. J.P. Morgan Chase & Co.*, 2012 WL 5878390, at *6 (N.D. Cal. Nov. 21, 2012) (holding that gross class action settlement of approximately 15% of the potential recovery was fair and reasonable).

Although Plaintiff and her counsel are confident that litigation of the claims would result in a classwide judgment against Defendant, they recognize the inherent risks in litigation, including the specific risks that class certification could be denied, liability could not be established at trial, or the applicable law could change. Yang Decl. ¶ 9. The settlement for each participating Class Member is fair, reasonable, and adequate, given the inherent risks of litigation, as well as the potential for appeals and the costs of pursuing litigation. *Id.*

Class Members would not need to do anything to receive their share of settlement funds. This eliminates any burden to Class Members who wish to participate in the class action settlement. Despite the fairness of the settlement terms, should any Class Member wish to pursue his or her own case for the claims proposed to be settled and released, each Class Member has the right to object or to submit a request for exclusion (i.e., opt out) from the settlement.

2. The Settlement Releases Are Appropriate.

As discussed above, only Plaintiff is subject to a general release. Agreement § 6.3. Settlement Class Members are only subject to a release of any and all claims during the Class Period that were pled in the operative First Amended Complaint in the Action, and which reasonably could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein. *Id.* § 6.1. The LWDA releases any and all PAGA claims during the PAGA Period that are based on the Labor Code violations pled in the operative First Amended Complaint in the Action. *Id.* § 6.2.

In sum, Plaintiff alleged targeted claims in the Action, and any settlement releases are specifically tailored to the targeted allegations. The settlement releases are thus appropriate. *E.g., Carter v. City of Los Angeles*, 224 Cal. App. 4th 808, 820 (2014) ("A general release—covering 'all claims' that were or could have been raised in the suit—is common in class action settlements.").

3. The Class Notice Is Adequate.

A court has broad discretion in approving appropriate class notice. Code Civ. Proc. § 1781; *Cartt v. Superior Court*, 50 Cal. App. 3d 960, 973-74 (1975). Here, the Agreement requires Defendant to provide to the Administrator each Class Member's name and last known mailing address, among other information, within 14 days of a Preliminary Approval Order. Agreement § 3.2. No later than 24 days after a Preliminary Approval Order, the Administrator would mail the Notice of Class Action Settlement ("Class Notice") to each Class Member to provide notice of settlement via First Class U.S. Mail, using the last known address for each Class Member, based on the Class Data. *Id.* § 3.3. Any Class Notice returned to the Administrator as undeliverable would be sent promptly via First Class U.S. Mail to the forwarding address affixed thereto. *Id.* If no forwarding address is provided, the Administrator would promptly attempt to determine the correct address using a single skip-trace search and then promptly send a single re-mailing. *Id.*

The Class Notice accurately informs Class Members of the settlement and their rights. Agreement Ex. A. For example, Class Members are informed of their rights to object or to opt out. The Class Notice is adequate as it "present[s] a fair recital of the subject matter and proposed terms" of the settlement. *E.g., Mendoza v. United States*, 623 F.2d 1338, 1351 (9th Cir. 1980) (quoting *Marshall v. Holiday Magic*, 550 F.2d 1173, 1177 (9th Cir. 1977)).

C. The Requested Payments and Allocations Are Reasonable.

The Agreement provides for a Gross Settlement Amount of $675,000.00. Agreement § 5.1. From the Gross Settlement Amount, attorneys' fees will be no more than 33⅓% of the Gross Settlement Amount (or $225,000.00) and litigation costs will not exceed $20,000.00. *Id.* The Class Representative Award will be no more than $10,000.00. *Id.* Administration Costs will be no more than $10,000.00. Yang Decl. ¶ 7. The PAGA Penalty Fund will be $40,000.00, and pursuant to statute, 75% of the PAGA Penalty Fund (or $30,000.00) would constitute the LWDA Payment. Agreement §§ 1.15, 5.1.4.[9]

1. Each Class Member, on Average, Would Receive More than $666.

It is expected that, on average, each Class Member would be allocated approximately $666.67 net in Settlement Payments (*after* all requested payments from the Gross Settlement Amount). Yang

[9] Plaintiff files this motion with the Court and with the LWDA via online submission. Yang Decl. ¶ 15.

Decl. ¶ 8. The amount paid on average to each Class Member may increase, depending on how many Class Members opt out of the class action settlement. *Id.* The amount actually paid to any Class Member may increase or decrease depending on his or her number of relevant workweeks during the Class Period. *Id.*

To wit, after deducting any approved payments for an Attorneys' Fees and Costs Award, Class Representative Award, Administration Costs, and PAGA Penalty Fund from the Gross Settlement Amount, the entire remainder would be allocated among Settlement Class Members on a pro rata basis, based on the number of relevant workweeks they worked. Agreement § 5.3.2. 10.0% of these allocations shall be classified for tax reporting purposes as wages. *Id.* Defendant will pay, in addition to the Gross Settlement Amount, the employer share of any employer payroll taxes in connection with these wage payments (e.g., FICA, FUTA, payroll taxes, etc.). *Id.* § 5.1.

None of the settlement funds will revert to Defendant. Agreement § 5.1. Instead, the principal for any uncashed checks (upon the expiration date) would be distributed pursuant to Code of Civil Procedure section 384 to Tiburcio Vasquez Health Center (or Legal Aid at Work, or as otherwise directed by any order granting final approval of the settlement). *Id.* § 5.6.[10]

2. The Requested Attorneys' Fees and Costs Award Is Reasonable.

California state and federal courts have recognized that an appropriate method for determining award of attorneys' fees is based on a percentage of the total value of settlement benefits to Class Members. *E.g., Serrano v. Priest*, 20 Cal. 3d 25, 34 (1977); *Wershba*, 91 Cal. App. 4th at 254; *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1997). The purpose of the equitable doctrine is to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone" so as to avoid unjust enrichment. *Vincent*, 557 F. 2d at 769.

Under California law, the award of attorneys' fees in common fund wage and hour class action settlements should start with the percentage method. *See Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and state courts in holding that when class action

[10] Neither counsel for Plaintiff nor Defendant have any relationship with either Tiburcio Vasquez Health Center or Legal Aid at Work. Yang Decl. ¶ 16.

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”). Under the percentage of the fund method, a court’s objective remains to “mimic the market” in fixing a reasonable fee. *See Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) (Posner, J.) (“When a fee is set by a court rather than by contract, the object is to set it at a level that will approximate what the market will set … . The judge, in other words, is trying to mimic the market in legal services.”).

Attorneys’ fees awards of 35% of the fund are within the expected range in the “market in legal services. *See* Fitzpatrick, *An Empirical Study of Class Action Settlements and Their Fee Award*, 7 J. Empirical Leg. Stud. 811, 833 (2010) (analyzing 444 cases between 2006-2007 and concluding that “[m]ost fee awards were between 25 percent and 35 percent”). An attorneys’ fees award of 35% of the fund mimics the market and “is supported by the fact that typical contingency fee agreements provide that class counsel will recover 33% if the case is resolved before trial and 40% if the case is tried.” *Fernandez v. Victoria Secret Stores LLC*, 2008 WL 8150856, at *16 n.59 (C.D. Cal. July 21, 2008) (citing Brickman, *Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-Competitive Fees* (Fall 2003) 81 Wash U. L. Q. 653, 659 n. 11). Indeed, an attorneys’ fees award of 35% of the fund is consistent with “empirical studies [that] show that … 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).

Here, Plaintiff will request an attorneys’ fees award of 33⅓% of the Gross Settlement Amount. Further, the Parties have agreed to reimbursement of Class Counsel’s litigation costs. Class Counsel have incurred costs at their own risk, for example, for filing the lawsuit, service of process, mediation fees, and payment of other litigation related costs.

3. The Proposed Class Representative Award Is Reasonable.

Plaintiff and Class Representative Cynthia Lasiter requests a modest Class Representative Award of $10,000.00. The request is reasonable in light of the general release that the Agreement requires of Plaintiff but not of any other Class Member. Independently, the request is appropriate in recognition of Plaintiff’s efforts on behalf of the Class. Declaration of Cynthia Lasiter (“Lasiter Decl.”) ¶¶ 2-3.

As part of her duties as the Class Representative, Plaintiff provided all necessary information and evidence that resulted in this settlement. Lasiter Decl. ¶¶ 2-3. Plaintiff met and conferred with Class Counsel on a number of occasions to discuss the case. Lasiter Decl. ¶ 3. Plaintiff provided information and documents to Class Counsel and made herself available to answer any questions during litigation. *Id.* Ultimately, Plaintiff's counsel submit that Plaintiff's efforts secured an exceptional result for the Class.

In addition to the invaluable services that Plaintiff provided, Plaintiff also took a significant risk, both professionally and monetarily. Lasiter Decl. ¶ 4. Because the alleged claims involve the payment of costs to the prevailing party, Plaintiff could have possibly faced paying Defendant's costs had Defendant prevailed in the action. Furthermore, Plaintiff risks prejudice in the future from other potential employers that may be less willing to hire an individual who has filed suit against a prior employer. Plaintiff took this risk upon herself and the whole class benefited. Class Members did not have to file individual lawsuits and bear the risks of payment of costs if they did not prevail, nor did they have to face potential prejudice in future employment.

4. The Administration Costs Are Reasonable.

Phoenix Settlement Administrators, a well-recognized class action settlement administrator, has quoted Administration Costs not to exceed $10,000.00 to send notices and administer the settlement. Agreement § 5.1.3. The Administration Costs are reasonable and should be approved.

II. The Class Meets All Requirements for Certification.

For purposes of settlement approval, a detailed analysis of the elements required for class certification is not required. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 620, 622-27 (1997). The trial court can appropriately utilize a lesser standard of scrutiny to determine the propriety of a settlement class as opposed to a litigation class. *Dunk*, 48 Cal. App. 4th at 1807 n.19; *see also Wershba*, 91 Cal. App. 4th at 240 (explaining there is no "ironclad requirement" to conduct an evidentiary hearing to satisfy the prerequisites for class certification). Because a settlement eliminates the need for a trial, when considering whether to certify a settlement class, the court is not faced with the case management issues present in certification of a litigation class. *Global Mins. & Metals Corp. v. Superior Court*, 113 Cal. App. 4th 836, 859 (2003) ("[I]t is well established that trial courts should use different standards to determine the propriety of a settlement class, as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases.") (citing *Dunk*, 48 Cal. App. 4th at 1807 n.19).

Even under the standard applicable to litigation classes, the allegations in this lawsuit present paradigmatic class action claims that satisfy the elements of class certification.

A. The Class Is Ascertainable and Sufficiently Numerous.

Class Members are identifiable from Defendant's records. The class definition "is precise, objective and presently ascertainable." *Sevidal v. Target Corp.*, 189 Cal. App. 4th 905, 919 (2010). Indeed, there are 555 Class Members. Agreement § 1.5. Numerosity thus is sufficiently established. *E.g., Rose v. City of Hayward*, 126 Cal. App. 3d 926, 934 (1981) (stating that "[n]o set number is required as a matter of law for the maintenance of a class action" and citing examples in which classes of 10—*Bowles v. Superior Court*, 44 Cal. 2d 574 (1955)—and of 28—*Hebbard v. Colgrove*, 28 Cal. App. 3d 1017 (1972)—were upheld).

B. The Class Establishes a Community of Interest.

"The community of interest requirement involves three factors: '(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.'" *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 435 (2000).

1. Plaintiff's Claims Are Typical of Those of the Class.

Plaintiff alleges that Defendant, as a matter of its corporate policy, practice, or procedure, underpaid meal and rest period premiums based on Defendant's failure to pay such remuneration at the regular rate of pay. With respect to typicality, Plaintiff contends that she—like other members of the Class—was compensated based on Defendant's common payroll practices. Lasiter Decl. ¶ 2.

2. Plaintiff's Claims Raise Common Questions of Law and Fact.

Plaintiff contends that the typical claims raise questions of law and fact common to the class. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (1998) ("The existence of shared legal issues with divergent legal factual predicates is sufficient, as is a common core of salient facts couple with disparate legal remedies within the class"). Commonality requires only that some common legal or factual questions exist; the plaintiffs need not show that all issues in the litigation are identical. *See Richmond v.*

Dart Indus., Inc., 29 Cal. 3d 462, 473 (1981). Defendant's conduct is central to the commonality inquiry. *See City of San Jose v. Superior Court*, 12 Cal. 3d 447, 460 (1974); *Vasquez v. Superior Court*, 4 Cal. 3d 800, 812-13 (1971). Where the employer's conduct is uniformly directed at a class of employees, as it is here, the class wide impact of the Defendant's policies satisfies the commonality requirement. *See Stephens v. Montgomery Ward & Co.*, 193 Cal. App. 3d 411, 421 (1987). Here, Plaintiff alleges Defendant's common payroll practices and calculations resulted in underpayments of meal and rest period premiums. Common proof of those practices predominate on a classwide basis.

3. Plaintiff and Her Counsel Adequately Represent the Class.

With respect to adequate representation, Plaintiff does not have any interests adverse to the Class, and no such issues have been raised or presented. Lasiter Decl. ¶ 3. Plaintiff has taken all necessary steps to represent the interests of the Class, including by providing information and documents to Class Counsel, making herself available to discuss the claims, providing wage statements that she were issued, and answering questions about how she was paid or what her wage statements show or meant. *Id*. Plaintiff understands that she is responsible to the Class with respect to trying the case, appearing in court, and working with Class Counsel. *Id.* Plaintiff is willing to act as a fiduciary for the Class and remains willing to devote her time to this lawsuit for the benefit of the Class. *Id.* For such reasons, Plaintiff has adequately represented the Class Members.

From the inception of the case, Class Counsel have zealously represented the interests of the Class. The settlement was obtained for the benefit of the Class, as opposed to the individual Class Representative. Class Counsel have been approved as class counsel in a number of prior cases, have litigated numerous other class action cases, and are competent to represent the Class. Lee Decl. ¶¶ 2-9; Yang Decl. ¶¶ 10-14; Marder Decl. ¶¶ 2-7.

CONCLUSION

Plaintiff contends the proposed settlement would result in substantial monetary benefits to class members. It was the result of informed, arm's length negotiations conducted by counsel experienced in wage and hour class action litigation. Its terms appear to be fair, adequate, and reasonable, and there is no reason to believe the proposal is outside the range of reasonableness for such a settlement. Accordingly, for the benefit of the Class, Plaintiff respectfully requests that the Court (i) grant preliminary approval of the settlement, (ii) approve and authorize the mailing of the proposed Class Notice, and (iii) schedule a Final Approval Hearing.

DATED: August 26, 2025

DIVERSITY LAW GROUP, P.C.

By: ______________________________

Larry W. Lee
Simon L. Yang
Attorneys for Plaintiff

Court Reservation Receipt

Reservation

Reservation ID: 261014568083	Status: RESERVED
Reservation Type: Motion to Confirm Settlement	Number of Motions: 1
Case Number: 24CV061793	Case Title: LASITER vs HAYWARD SISTERS HOSPITAL DBA ST. ROSE HOSPITAL
Filing Party: Cynthia Lasiter (Plaintiff)	Location: Rene C. Davidson Courthouse - Department 23
Date/Time: September 23rd 2025, 10:00AM	Confirmation Code: CR-C8MW4TELCVIME9T6G

Fees

Description	Fee	Qty	Amount
Motion to Confirm Settlement	.00	1	.00
Court Technology Fee	1.00	1	1.00
TOTAL			**$1.00**

Payment

Amount: $1.00	Type: Visa
Account Number: XXXX3359	Authorization: 07772G
Payment Date: 2025-07-07	

< Back to Main

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