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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JOSE NAVARRO, an individual on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

BETA BIONICS, INC., a Massachusetts
corporation; and DOES 1 to 50, inclusive,

Defendants.

CLASS ACTION

Case No. 30-2024-01392520-CU-OE-CXC

Assigned for All Purposes To:

Hon. Melissa R. McCormick

Dept.: CX105

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE; MEMORANDUM OF
POINTS AND AUTHORITIES**

Final Approval Hearing:

Date: October 22, 2026

Time: 2:00 p.m.

Dept: CX105

Complaint Filed: April 8, 2024

First Amended Complaint: October 22, 2024

Trial Date: None Set

1 **TO THE HONORABLE COURT, ALL INTERESTED PARTIES, AND THEIR**
2 **RESPECTIVE COUNSEL OF RECORD:**

3 **PLEASE TAKE NOTICE** that on October 22, 2026, at 2:00 p.m. in Department CX105
4 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA,
5 92701, Plaintiff Jose Navarro (“Plaintiff”), on behalf of himself and all persons similarly
6 situated, will and hereby does move this Court pursuant to California Code of Civil Procedure §
7 382 and California Rule of Court, Rule 3.769 for an order of final approval of the class action
8 settlement, which will accomplish the following: certify the Class for settlement purposes only;
9 approve the class action settlement embodied in the Parties’ Class Action and PAGA Settlement
10 Agreement (including the Amendments thereto); confirm Plaintiff as the Class Representative;
11 approve the Class Representative Enhancement Award to the Class Representative; confirm the
12 appointment of Class Counsel; approve Class Counsel’s application for attorney’s fees and
13 litigation costs; and enter judgment approving the class action settlement.

14 Pursuant to Labor Code § 2699.3(b)(4), the Parties also seek approval of the proposed
15 Settlement’s allocation of funds to claims made under the Private Attorneys General Act of 2004
16 (“PAGA”).

17 The grounds for this Motion, as set forth in the attached memorandum of points and
18 authorities and supporting declarations, are that this is a fair and reasonable Settlement that
19 benefits the Class and was the product of informed, non-collusive negotiations by Parties who
20 were represented by experienced and able counsel. *See Dunk v. Ford Motor Co.*, 48 Cal. App.
21 4th 1794, 1802 (1996); Manual for Complex Litigation, (Second), § 30.44 (1985).

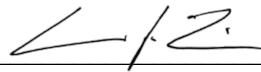
22 Plaintiff bases this Motion on this Notice and the accompanying Memorandum of Points
23 and Authorities, the Declarations of Enoch J. Kim, and Yesenia Henriquez, the complete
24 pleadings, records and files in the case, and such other further oral and documentary evidence
25 which may be submitted at or before the hearing on this Motion.

26 ///

27 ///

1 DATED: September 28, 2026

D.LAW, INC.

2 By: _____

3 Enoch J. Kim, Esq.

4 Bradford Smith, Esq.

5 Attorneys for Jose Navarro on behalf of himself and
6 others similarly situated

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I. INTRODUCTION

On June 22, 2026, this Court entered an order granting preliminary approval of the Class Action and PAGA Settlement Agreement (including the Amendments thereto) entered into by Plaintiff Jose Navarro (“Plaintiff”) on behalf of all persons employed by Defendant Beta Bionics, Inc. (“Defendant”) in California and classified as an hourly, non-exempt employee who worked during the Class Period, which is April 8, 2020 through August 10, 2025 (“Class Members” or “Class”). Under the terms of the Class Action and PAGA Settlement Agreement (the “Settlement Agreement” or “Settlement”), the wage and hour claims of 118 total Class Members will be resolved for \$200,000.00.

Notice of the Settlement was distributed in accordance with the Court’s Preliminary Approval Order, and the response was excellent. **Zero Class Members objected** to the Settlement, **zero Class Members disputed** the number of Qualified Workweeks, and **zero Class Members opted out** of the Settlement. (Declaration of Enoch J. Kim (“Kim Decl.”), ¶ 12; Declaration of Yesenia Henriquez of Phoenix Class Action Administration (“Henriquez Decl.”), ¶ 7-9.) The fact that there was a 100% participation rate indicates that the persons most affected by Defendant’s alleged practices and who stand to benefit most from the Settlement agree that this is an outstanding result and a strong indication that the Settlement is fair and adequate. (Kim Decl., ¶ 13.) The average Individual Settlement Payment is estimated to be approximately \$713.14 **per Settlement Class Member**, the highest payment is estimated to be approximately \$3,317.02, and the lowest payment is estimated to be approximately \$11.89. (Henriquez Decl., ¶ 13.) In the opinion and experience of Class Counsel, the Settlement is fair, adequate, and reasonable and will convey a substantial benefit to all Class Members. (Kim Decl., ¶ 13.)

The proposed Settlement satisfies the criteria for final settlement approval under California law. Consequently, Plaintiff requests that this Court grant final approval of the Settlement,¹ including approval of Plaintiff as the Class Representative, D.Law, Inc. as Class

¹ To the extent any capitalized term is not defined in this motion, Plaintiff intend for the definition in the Parties' Settlement Agreement to be used. To the extent there are any conflict between the definitions in the parties' Settlement Agreement and this

Counsel, Class Counsel's Fees and Litigation Expenses Payments, and the Class Representative Service Payment to Plaintiff.

A. PROCEDURAL HISTORY

1. Plaintiff's Claims

On April 8, 2024, Plaintiff commenced a class action by filing a Complaint alleging causes of action against Defendant for (1) failing to pay minimum wages; (2) failing to pay overtime under Labor Code § 510; (3) failing to pay vacation wages; (4) failing to comply with Labor Code §§ 245 et seq. and 246; (5) meal period liability under Labor Code § 226.7; (6) rest-break liability under Labor Code § 226.7; (7) failing to provide accurate wage statements under Labor Code § 226(a); (8) failing to maintain records under Labor Code §§ 1174 and 1174.5; (9) failing to timely pay wages upon termination under Labor Code § 203; (10) violation of Labor Code § 201.3; (11) failing to reimburse necessary business expenses under Labor Code § 2802; and (12) violation of Business & Professions Code § 17200 et seq. (the "Class Action"). On April 8, 2024, pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA. (Kim Decl., ¶ 4.)

On October 22, 2024, Plaintiff filed a First Amended Complaint adding a claim for civil penalties under the PAGA ("Operative Complaint"). (Kim Decl., ¶ 5.)

On June 22, 2026, this Court entered a Preliminary Approval Order. (Kim Decl., ¶ 6.) On July 2, 2026, Defendant provided the Class List to the Administrator, and the Administrator confirmed that the escalator clause was not triggered. (Kim Decl., ¶ 6, Henriquez Decl., ¶ 11.)

2. Plaintiff's Investigation²

Before filing the lawsuit, Class Counsel investigated the facts and circumstances underlying the pertinent issues and the law applicable thereto. This required thorough discussions and interviews between Class Counsel and Plaintiff, as well as preliminary research into the various legal issues involved in the case. (Declaration of Enoch J. Kim filed in support of Plaintiff's Motion for Preliminary Approval of the Parties' Class and PAGA Settlement

motion, the definition in the Settlement Agreement controls.

² For a full discussion, see the Declaration of Enoch J. Kim in support of Plaintiff's Motion for Preliminary Approval of the Parties' Class and PAGA Settlement Agreement ("Kim PA Decl."), previously filed herein.

Agreement on December 16, 2025 (“Kim PA Decl.”) ¶ 7.) After filing the lawsuit, Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action. (*Id.*)

B. MEDIATION

On June 5, 2025, the Parties attended mediation with Brandon McKelvey, Esq., a respected and highly experienced mediator in wage and hour class actions. (Kim PAG Decl., ¶ 9.) As a result of the mediation, the Parties agreed to settle the lawsuit according to the terms set forth in the Settlement Agreement. (*Id.*) The Settlement is the product of extensive arm’s-length negotiations between attorneys with substantial experience litigating class actions and wage and hour cases. (Kim PA Decl., ¶¶ 10; Kim Decl., ¶ 21-27.)

C. THE TERMS OF THE SETTLEMENT

The amount available for distribution to Class Members who do not opt out of the Settlement is the Gross Settlement Amount of \$200,000.00 less the following deductions: (1) a Class Counsel Fees award of \$60,000.00 to Class Counsel for attorneys’ fees; (2) a Class Counsel Litigation Expenses award of \$20,292.55 for reimbursement of actual costs incurred; (3) up to \$5,000.00 to the Class Representative for an enhancement award (“Class Representative Enhancement Award”); (4) \$5,850.00 for the settlement administration (“Administration Expenses Payment”); and (5) PAGA Penalties of \$20,000.00, with 75% or \$15,000.00 allocated to the LWDA, and 25% or \$5,000.00 allocated to the Aggrieved Employees and distributed on a *pro rata* basis. (Kim Decl., ¶ 8.)

D. NOTICE TO THE CLASS MEMBERS

Following the entry of the Preliminary Approval Order, the Parties directed Phoenix Class Action Administration (“Phoenix”) to send out the court-approved notice form. (*See* Kim Decl., ¶ 10; *see also* Henriquez Decl., ¶ 5.) The notice process occurred according to the Court’s Preliminary Approval Order. Phoenix sent the Notices to the last-known address of each Class Member after performing a National Change of Address search. (Henriquez Decl., ¶¶ 3-5.) Of the 118 Class Members and Aggrieved Employees who were sent Notices, Phoenix received zero returned Notices as undeliverable. (Henriquez Decl., ¶ 6.) Here, the deadline for submitting a Request for Exclusion from Settlement, disputing the number of Workweeks, and objecting to

the Settlement was September 25, 2026. (Henriquez Decl., ¶¶ 7-9; Kim Decl. ¶ 12.) As of the deadline, **zero Class Members objected** to the Settlement, **zero disputed** their number of Workweeks, and **zero opted out** of the Settlement. (*Id.*)

II. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

Plaintiff respectfully submits that the Court should grant final approval not only because the settlement is fair but also because public policy favors settlement over continued class-action litigation. *See, e.g., Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 434 (“Courts have long acknowledged the importance of class actions as a means to prevent a failure of justice in our judicial system.”); *State v. Levi Strauss & Co.* (1986) 41 Cal. 3d 460, 471 (“[T]he consumer class action is an essential tool for the protection of consumers against exploitative business practices.”); *Class Plaintiffs v. City Of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276 (“[S]trong judicial policy . . . favors settlements, particularly where complex class action litigation is concerned.”); Conte & Newberg, *Newberg on Class Actions* (4th ed. 2002) § 11.41.

A. CRITERIA FOR SETTLEMENT APPROVAL

California Rule of Court 3.769 requires court approval of the settlement of class action lawsuits. Preliminary approval is merely the first of three steps that comprise the approval procedure for settlements of class actions. *See* Manual for Complex Litigation, Second (1993) §30.44; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The second approval step is the dissemination of notice of the settlement to all Class Members. *Id.* The third step is a final settlement approval hearing, at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement may be presented and Class Members may be heard. *Id.*

The first two stages have been completed here. Now, at the final approval stage, the decision facing the Court is whether the settlement is fair, adequate, and reasonable. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App 4th 224, 235. Among the relevant considerations in reaching this final determination are (1) the strength of plaintiff’s case balanced against the benefits of the settlement, and (2) the complexity, expected duration, and expense of further litigation. *Id.*; *see also Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.

1 In evaluating the fairness of a settlement proposal, courts must give “proper deference to
2 the private consensual decision of the parties,” because “the Court’s intrusion upon what is
3 otherwise a private consensual agreement negotiated between the parties to a lawsuit must be
4 limited to the extent necessary to reach a reasoned judgment that the agreement is not the product
5 of fraud or overreaching by, or collusion between, the negotiating parties.” *Hanlon v. Chrysler*
6 *Inc.* (9th Cir. 1998) 150 F. 3d 1011, 1027; *Dunk*, 48 Cal.App.4th, at 1801 (“Due regard should be
7 given to what is otherwise a private consensual agreement between the parties.”) Accordingly,
8 the Court should take into account the informed recommendations of counsel and the Parties. *See*
9 *Kirkorian v. Borelli*, (N.D. Cal.1988) 695 F. Supp. 446, 451 (the recommendation of experienced
10 counsel carries significant weight in the court’s determination of the reasonableness of the
11 settlement); *Vulcan So. Of Westchester County, Inc. v. Fire Department of White Plains*
12 (S.D.N.Y. 1981) 505 F.Supp.955, 967 (same). A presumption of fairness exists where (1) the
13 settlement is reached through arm’s-length bargaining, (2) investigation and discovery are
14 sufficient to allow counsel and the court to act intelligently, (3) counsel is experienced in similar
15 litigation, and (4) the percentage of objectors is zero. *Dunk, supra*, 48 Cal.App.4th at 1794.

16 **B. THE SETTLEMENT AGREEMENT FULFILLS ALL FINAL APPROVAL**
17 **CRITERIA**

18 1. The Settlement Follows Substantial Investigation and Discovery and Is the
19 Product of Serious, Informed, Non-Collusive Negotiations in Which Parties Were
20 Represented by Experienced Counsel.

21 The Settlement is the result of extensive negotiations, conducted at arm’s length, and
22 informed by substantial factual and legal investigations. (Kim PA Decl., ¶ 10.) Throughout this
23 case, Plaintiff, Class Members, and Aggrieved Employees have been represented by experienced
24 counsel. (*Id.* at ¶¶ 71-79.)

25 Class Counsel have devoted a substantial amount of time to this case, including but not
26 limited to researching various legal issues prior to and after filing this Action; drafting and
27 reviewing pleadings; conducting informal discovery and meeting and conferring with defense
28 counsel; preparing for class certification; reviewing and analyzing the documents produced by

1 Defendant; regularly communicating with Plaintiff; preparing for and attending mediation;
2 negotiating and finalizing the Settlement including several revisions thereof; drafting documents
3 for preliminary and final approval, including documents for the administration of the settlement;
4 briefing for the hearing on the motion for preliminary approval of the class action settlement; and
5 coordinating and overseeing the administration of the settlement. (Kim Decl., ¶ 31.)

6 Among those matters considered during the course of settlement negotiations were the
7 risks, expenses, and length of further litigation, including the appeals process; the present state of
8 the law as it applies to wage and hour class actions; the present value of a settlement versus the
9 long wait occasioned by any potential judgment in favor of the Class; and the burdens of proof
10 necessary to establish liability against Defendant's defenses to the Action. These factors each
11 indicated that the interests of Class Members are best served by a settlement of this Action as set
12 forth in the Settlement Agreement. Moreover, as experienced litigators in employment class
13 action cases, Class Counsel believes that the Settlement is fair and reasonable and serves the best
14 interests of the Class Members. (Kim PA Decl., ¶ 19; Kim Decl., ¶ 13.)

15 2. The Settlement is Reasonable and Therefore Falls within the Range of
16 Approval by this Court.

17 Defendant contends that the Class would not be able to establish its entitlement to relief it
18 is seeking and promised to mount a vigorous defense. (Kim PA Decl., ¶¶ 42-61.) On the other
19 hand, Plaintiff believe that there is ample evidence to support the class allegations. (*Id.*) Under
20 these circumstances, it was reasonable for Plaintiff to elect to settle the action. (Kim PA Decl., ¶
21 10.) Plaintiff appreciates that, in addition to the litigation risks of continued proceedings, the
22 proceeding itself would be potentially complicated and expensive, and even if ultimately
23 successful absent the settlement, Class Members might see no recovery until the lengthy
24 appellate process is complete. (Kim PA Decl., ¶ 10.) In contrast, the Settlement provides
25 immediate benefits to the Class. In short, the settlement falls within the "the range of
26 reasonableness" necessary for final approval. (*Id.* at ¶ 21.)

27 3. Class Members Received the Best Practicable Notice.

28 California law vests the Court with broad discretion in fashioning an appropriate

1 program to provide the best notice practicable.³ *See Cartt v. Superior Court* (1975) 50 Cal. App.
2 3d 960, 973-74; *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1392;
3 *Cho v. Seagate Tech. Holdings, Inc.* (2009) 177 Cal.App.4th 734, 745-746; *Phillips Petroleum*
4 *Co. v. Shutts* (1985) 472 U.S. 797, 811-12.⁴ The content and method of notice should be
5 designed to apprise the class members of the terms of the proposed settlement and of their rights
6 to participate in, object to, or opt out of the settlement. *See Mullane*, 339 U.S. at 314; *In re*
7 *Vitamin Cases* (2003) 107 Cal. App. 4th 820, 828.

8 The Notice preliminarily approved by the Court met these requirements: it explained the
9 nature of the litigation, the material terms of the Settlement, the amount of the Class Counsel
10 Award and Class Representative Enhance Award sought, how a Class Member could participate
11 in, object to, or be excluded from the Settlement, and to whom to direct inquiries.

12 4. Zero Class Members Have Objected to the Settlement and Zero Class
13 Members Have Opted Out of the Settlement.

14 A presumption of fairness exists where the percentage of objectors and opt-outs is small.
15 *7- Eleven Owners for Franchising v. Southland Corp.* (2000) 85 Cal. App.4th 224, 244; *Hanlon*
16 *v. Chrysler Inc.* (9th Cir. 1998) 150 F.3d 1011, 1025-1026. As of the deadline, **zero Class**
17 **Members objected** to the settlement, **zero disputed** the number of Qualified Workweeks, and
18 **zero opted out** of the Settlement. (Henriquez Decl., ¶¶ 7-9; Kim Decl. ¶ 12.) (*Id.*)

19 5. The Enhancement Award to Plaintiff Is Reasonable and Fair.

20 Class action settlements typically provide for an incentive or enhancement payment to the
21 named plaintiff for bringing and helping to prosecute the action. Courts routinely approve these
22 supplemental payments. *See Newberg on Class Actions* at § 12.46; *Van Vranken v. Atlantic*
23 *Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294; *Bogosian v. Gulf Oil Corp.* (E.D. Pa. 1985) 621
24 F. Supp. 27 (award of \$20,000.00 each to two class representatives in antitrust case); *Bryan v.*

25
26 ³ The California Supreme Court has authorized California's trial courts to use Federal Rule 23 and cases applying it for guidance
in considering class issues. *See Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 821; *Green v. Obledo* (1981) 29 Cal. 3d 126,
145-46. Where appropriate, therefore, the parties cite Federal Rule 23 and federal case law in addition to California law.

27 ⁴ *See also Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 175-75 (1974) (individual notice must be sent to all class members who
28 can be identified through reasonable efforts); *Mullane v. Central Hanover Bank & Trust Company* (1950) 339 U.S. 306, 314
(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").

1 *Pittsburgh Plate Glass Co. (PPG Industries, Inc.)* (W.D. Pa. 1973) 59 F.R.D. 616, 617, *aff'd* 494
2 F.2d 799 (3d Cir.), *cert. denied* in *Abate v. Pittsburgh Plate Glass Co.* (1974) 419 U.S. 900. As
3 the *Staton* court noted:

4 [N]amed plaintiffs . . . are eligible for reasonable incentive
5 payments. The district court must evaluate their awards
6 individually, using relevant factors includ[ing] the actions the
7 plaintiff has taken to protect the interests of the class, the degree to
8 which the class has benefited from those actions, . . . the amount of
9 time and effort the plaintiff expended in pursuing the litigation . . .
10 and reasonabl[e] fear[s] of workplace retaliation.

11 *Staton v. Boeing* (9th Cir. 2003) 327 F.3d 938, 977 (citation omitted).

12 The retaliation issue identified in *Staton v. Boeing* extends outside the immediate
13 workplace. It is common knowledge that the modern-day workforce is quite mobile, with
14 employees holding several jobs in a career during their lifetime. Few people want to confront
15 their employers, let alone sue them. (Kim Decl., ¶ 43.) By suing his former employer, Plaintiff
16 contend that he increased the risk of retaliation by prospective employers to which he may apply
17 in the future. (*Id.*)

18 But Plaintiff did not allow his fear of the potential repercussions of being the Class
19 Representative deter him from acting for the benefit of Class Members. (Kim Decl., ¶ 44.) He
20 devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute
21 this Action at every stage of the litigation. (*Id.*; *see also* Declaration of Jose Navarro filed in
22 support of Motion for Preliminary Approval of the Parties' Class and PAGA Settlement
23 Agreement on December 16, 2025 ("Navarro" PA Decl.,") ¶ 9-12.)

24 Not only have Plaintiff's efforts been instrumental in generating a substantial benefit for
25 Class Members, but—significantly—not a single Class Member has objected to the requested
26 service award. (Henriquez Decl., ¶ 8.) Plaintiff therefore respectfully requests the Class
27 Representative Enhancement Award of \$5,000.00 for his efforts and initiative in bringing and
28 helping prosecute this Action. (Kim Decl., ¶ 47; Navarro Decl. ¶¶ 1-20.)

6. The Payment of Attorneys' Fees Is Reasonable and Therefore Falls within the Range of Approval by the Court.

i. The Requested Award of Attorneys' Fees Is Justified Based on the Percentage-of-the-Benefit Method.

The California Supreme Court held 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." *Laffitte v. Robert Half Intern. Inc.* (Aug. 11, 2016) 205 Cal.Rptr.3d 555, 573. Indeed, courts may use the "percentage method for its primary calculation of the fee award. The choice of a fee calculation method is generally one within the discretion of the trial court, the goal under either the percentage or lodestar approach being the award of a reasonable fee to compensate counsel for their efforts." *Id.*

The requested Class Counsel Fees award for attorneys' fees in this case consists of 30% of the Gross Settlement Amount. This percentage is **below** Plaintiff's contingency fee agreement.⁵ The requested attorneys' fees are fair and reasonable under California's fee-shifting jurisprudence.⁶ And it is consistent with the percentage of the common fund awarded to counsel in cases similar in character and geographical location to this one. (*See Kim Decl.*, ¶ 35-40.)

The amount requested here will fairly compensate Class Counsel for their successful prosecution of this case, taking into account the quality, nature, and extent of counsel's efforts, the outstanding results achieved, the fact that no one objected to the fee amount and the fact that the amount of fees for which approval is sought is less than legal precedent. In sum, it was through the efforts of Plaintiff and Class Counsel that the considerable benefits of the Settlement were obtained.

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⁵ The award of attorneys' fees and costs in this case is intended to reimburse Class Counsel for all of the uncompensated work that they have already performed and for all of the work they will continue to perform in carrying out and overseeing the administration of the Settlement. Plaintiffs in this action signed a contingency-fee agreement stating that Class Counsel could receive a fee under certain scenarios that exceed 35% of the recovery, as much as 40%. (*Kim Decl.*, ¶¶ 35-40.)

⁶ Moreover, the Labor Code specifically provides for an award of attorneys' fees and costs for some of employees' claims. *See, e.g., Lab. Code § 226.* Plaintiffs are also entitled to an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5.

ii. The Requested Award of Attorneys' Fees Is Also Justified Based on the Lodestar Method.

Although *Laffitte* makes it clear that a lodestar cross-check is not necessary, Class Counsel's lodestar calculation nevertheless also supports the requested attorneys' fees. The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee award owing to the uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

Class Counsel charges rates in line with the prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling complex litigation. (Kim Decl., ¶ 17.) Class Counsel's hourly rates are also commensurate with the prevailing market rates in these counties when applying locality adjustments to the Laffey Matrix. (*Id.* at ¶¶ 17-27.; Exh. 2 (the "Laffey Matrix"). The Laffey Matrix rates have been held to be reasonable market rates when locally adjusted for inflation. *Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691.

Moreover, the *Serrano* factors all militate in favor of the requested fee award. (Kim Decl., ¶ 30.) This case raised a number of complex and contested issues, and Class Counsel exhibited skill and creativity in prosecuting and presenting them. (*Id.*) This case was not straightforward. (Kim Decl., ¶ 31.) Class Counsel had to spend time researching and analyzing each of these claims and issues in order to adequately assess the liability of Defendant. (*Id.*) Class Counsel then had to develop the evidence necessary through informal discovery to establish Defendant's potential liability. (*Id.*) This was done through carefully sifting through hundreds of pages of documents. (*Id.*)

1 In sum, Class Counsel had to come up with creative approaches to these issues in
2 litigating the case and, ultimately, negotiating and crafting the Settlement. (Kim Decl., ¶ 32.) To
3 this end, Class Counsel has devoted a tremendous amount of time and energy. (*Id.*) This time
4 commitment was necessary in order to research, construct, and prosecute viable legal claims in
5 the face of stiff opposition, but it has come at a cost. (*Id.*) Class Counsel zealously represented
6 Plaintiff and the Class and has obtained a favorable result. (*Id.*)

7 From the foregoing analysis, Class Counsel’s requested attorneys’ fees are fair and
8 reasonable. Class Counsel collectively incurred at least 162.7 hours and \$145,822.50 in fees,
9 which exceeds the requested fees and results in a negative multiplier. (Kim Decl., ¶¶ 21-28.)

10 iii. The Requested Costs Award Is Reasonable

11 The preliminarily approved settlement calls for the payment of up to \$25,000.00 for Class
12 Counsel’s costs. (Kim Decl., ¶ 41.) The actual total costs incurred in litigating this Action for
13 Class Counsel are \$20,292.55. (*Id.*) Class Counsel incurred costs including, but not limited to,
14 filing fees (e.g. complaint, stipulation, motions), service of process, mediation fees, and attorney-
15 service costs for court filings, all of which were necessarily and reasonably incurred to prosecute
16 this Action and achieve a settlement that significantly benefits the Class. (*Id.*) Thus, Class
17 Counsel requests a reimbursement of their incurred costs in the amount of \$20,292.55. (*Id.*)

18 **III. CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES IS**
19 **APPROPRIATE**

20 **A. THE LEGAL STANDARD**

21 Section 382 of the Code of Civil Procedure provides that “when the question is one of a
22 common or general interest, of many persons, or when the parties are numerous, and it is
23 impracticable to bring them all before the court, one or more may sue or defend for the benefit of
24 all. Code Civ. Proc. § 382. Class certification under § 382 is appropriate when “(1) [t]here [is] . .
25 . an ascertainable class; and (2) there [is] . . . a well-defined community of interest in the
26 questions of law and fact involved affecting the parties to be represented.” *Daar v. Yellow Cab*
27 *Co.* (1967) 67 Cal. 2d 695, 704 (citations omitted). The community-of-interest requirement itself
28 embodies three factors: “(1) predominant 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.” *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470.

Any doubt as to the appropriateness of class treatment should be resolved in favor of class certification, subject to later modification if necessary. *Id.* at 473-475. The decision to certify a class is a purely procedural one and should be based on the allegations in the operative complaint and not in the perceived factual or legal merit of the class claims. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 439-441.

B. ALL OF THE CRITERIA FOR CERTIFICATION OF THE SETTLEMENT CLASS ARE SATISFIED.

1. The Class Is Ascertainable.

The class is readily ascertainable because all Class Members worked for Defendant within the relevant class period and have already been identified through Defendant’s employee and payroll files. (Kim PA Decl., ¶ 15) *See Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 932 (finding that “[c]lass members are ‘ascertainable’ where they may be readily identified without unreasonable expense or time by reference to official records.”).

2. The Numerosity Requirement Is Satisfied.

The numerosity requirement is fulfilled simply when the individual joinder of all class members would be impracticable. A proposed class numbering “as few as 40 class members should raise a presumption that joinder is impracticable,” thus satisfying the numerosity requirement. *Newberg on Class Actions* § 3.5. Here, there are 118 Class Members. (Kim Decl., ¶ 10., Henriquez Decl. ¶ 5.) Therefore, joinder would be impracticable, and a class-wide proceeding is clearly preferable and appropriate.

3. Common Issues of Law and Fact Predominate over Any Individual Issues.

The court should grant class certification when questions of law and fact common to all Class Members predominate over any questions affecting only individual members. *Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 916 (“As a general rule, if the defendant’s liability can be determined by facts common to all members of the class, a class will be certified even if the members must individually prove their damages. In order to determine

1 whether common questions of fact predominate, the trial court must examine the issues framed
2 by the pleadings and the law applicable to the causes of action alleged.”).

3 The commonality and predominance requirements are “easily met,” because “[when] the
4 defendant has engaged in some course of conduct that affects a group of persons and gives rise to
5 a cause of action, one or more of the elements of that cause of action will be common to all of
6 the persons affected.” *Gen’l Tel. Co. of Southwest v. Falcon* (1982) 457 U.S. 147, 155. Further,
7 the fact that “calculation of individual damages may at some point be required does not foreclose
8 the possibility of taking common evidence on [liability issues].” *Sav-on Drug Stores, Inc. v.*
9 *Superior Court* (2004) 34 Cal.4th 319, 332 (holding that the legal question of whether the
10 plaintiff-employees were nonexempt and therefore entitled to overtime was a common question
11 that predominated over the individual questions of each employee’s duties performed and hours
12 worked); *Clothesrigger, Inc. v. GTE Corp.*(1987) 191 Cal. App.3d 605, 617 (“[T]he necessity for
13 class members to prove their own damages does not mean individual fact questions
14 predominate”).

15 The scope of this case is narrowly focused on a specific class of persons employed by
16 Defendant during a specific period of time. The common questions of law and fact in this case all
17 stem from the claims that Class Members were not paid for all hours and did not receive meal
18 and rest periods. Plaintiff and Class Members were subject to the same policies and practices and
19 all sought the same remedies. These common issues predominate over individual issues because
20 identical evidence establishes liability as to all Class Members. (Kim PA Decl., ¶ 16.) Under
21 such circumstances, the commonality and predominance requirements are satisfied. *Stephens v.*
22 *Montgomery Ward & Co., Inc.* (1987) 193 Cal. App. 3d 411, 421.

23 4. Plaintiff’s Claims Are Typical.

24 A class representative’s claims are typical of a class when they arise from the same event,
25 practice, or course of conduct that gives rise to the claims of other putative class members, and if
26 their claims rest on the same legal theories. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 47;
27 *B.W.I. Custom Kitchens v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 (“[I]t has
28 never been the law in California that the class representative must have identical interests with

1 the class members.”). Here, Plaintiff’s claims are typical of Class Members’ claims because they
2 arise from the same factual basis and are based on the same legal theories. (Kim PA Decl., ¶ 17.)
3 Accordingly, the typicality requirement is satisfied.

4 5. Plaintiff and Class Counsel Adequately Represent the Class.

5 The adequacy requirement is met by fulfilling two conditions: (1) the class representative
6 must be represented by counsel qualified to conduct the pending litigation, and (2) the class
7 representative’s interests cannot be antagonistic to those of the class. *McGhee v. Crocker-*
8 *Citizens Nat. Bank* (1976) 60 Cal.App.3d 442, 451.

9 Both conditions are met here. First, Plaintiff and the Class are represented by experienced
10 and competent counsel. Class Counsel is qualified and has served as class counsel in numerous
11 class actions. (Kim PA Decl., ¶¶ 71-79) Thus, Class Counsel is “qualified, experienced, and
12 generally able to conduct the proposed litigation.” *Miller v. Woods* (1983) 148 Cal.App.3d 862,
13 875. Second, Plaintiff has no conflict with the Class, and their interests are aligned with those of
14 the Class. As a result of their efforts, Class Members will benefit from the Settlement.
15 Accordingly, the adequacy requirement is satisfied. (Kim PA Decl., ¶ 18.)

16 6. Class Treatment Is Superior to the Alternatives.

17 Courts have long recognized that the class-action device often provides the sole
18 procedural mechanism by which many individuals harmed by corporate wrongdoing can band
19 together to achieve justice. Absent class treatment, similarly situated persons with relatively
20 small but nevertheless meritorious claims for damages would, as a practical matter, have no
21 means of redress because of the time, effort, and expense required to prosecute individual
22 actions. *See Hanlon, supra*, 150 F.3d at 1023. The United States Supreme Court has stated that
23 “the policy at the very core of the class action mechanism is to overcome the problem that small
24 recoveries do not provide the incentive for any individual to bring a solo action prosecuting his
25 or her rights. The class action solves this problem by aggregating the relatively paltry potential
26 recoveries into something worth someone’s (usually an attorney’s) labor.” *Amchem Prods. v.*
27 *Windsor* (1997) 521 U.S. 591, 617 (citation and quotation omitted).

28 Other relevant considerations regarding superiority include the improbability that each

1 class member will come forward to prove his or her separate claim and whether the class
2 approach would serve to deter or redress the alleged wrongdoing. *Linder v. Thrifty Oil Co.*
3 (2000) 23 Cal. 4th 429, 435. In employment cases, concerns such as fear of the employer, lack of
4 representation, size of claim, and the employee's perception about the difficulty of litigation,
5 increase the likelihood that an employer will not be held accountable. Acknowledging these
6 concerns, courts have noted that "[t]he risk entailed in suing one's employer are such that the
7 few hardy souls who come forward should be permitted to speak for others when the vocal ones
8 are otherwise fully qualified." *St. Marie v. Eastern RR Ass'n* (S.D.N.Y. 1976) 72 F.R.D. 443,
9 449 (overruled as to damages and liability but not as to class certification).

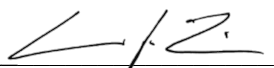
10 Further, where, as here, the individual claims are relatively small and the socio-economic
11 status and sophistication of the class members contrasts with that of the defendants, a class action
12 is particularly appropriate because the size of the individual claims "would prove uneconomic
13 for potential plaintiffs" to pursue individually, as "litigation costs would dwarf potential
14 recovery." *Hanlon, supra*, 150 F. 3d at 1023. These issues, from a practical standpoint, generally
15 lead to the unbalanced situation where the employer is represented by counsel, but the employee
16 who seeks redress is not. Each of the above reasons compels the conclusion that a class action is
17 the preferred method of resolution for this case.

18 **IV. CONCLUSION**

19 For the reasons set forth herein, Plaintiff respectfully requests that this Court grant final
20 approval of this Settlement and enter the companion order.

21
22 Dated: September 28, 2026

D.LAW, INC.

23
24 By 
25 Enoch J. Kim
26 Bradford Smith
27 Attorneys for Plaintiff and Class
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