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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

MARIA GONZALEZ, an individual and on behalf of all others similarly situated;

Plaintiff,

vs.

VACATION INTERNATIONALE, INC., a Washington corporation; and DOES 1 through 50,

Defendants.

Case No.: CVRI2402850

(Assigned for All Purposes to: Hon. Harold W. Hopp, Dept. 1)

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, ATTORNEY'S FEES AND COST, AND SERVICE PAYMENT; MEMORANDUM OF POINTS AND AUTHORITIES

(Filed Concurrently with Supporting Declarations and [Proposed] Judgment and Order)

DATE: November 16, 2026
TIME: 8:30 a.m.
DEPT: 1
Reservation No.: Per June 4, 2026 Order Granting Preliminary Approval

Action Filed: May 24, 2024
Trial Date: Not Set

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

PLEASE TAKE NOTICE THAT on November 16, 2026 at 8:30 a.m. in Department 1 of the Superior Court of the State of California for the County of Riverside, Historic Courthouse located at 4050 Main Street, Riverside, CA 92501, before the Honorable Harold W. Hopp, Judge presiding, Plaintiff Maria Gonzalez ("Plaintiff") will and hereby does move the Court for an Order:

1. Granting final approval of the Class Action and PAGA Settlement Agreement ("Settlement" or "Agreement") between Plaintiff and Defendant Vacation Internationale, Inc. ("Defendant");

2. Approving distribution of the settlement funds to Class Members pursuant to the terms of the Settlement;

3. Approving Plaintiff's request for an award of the Class Representative Service Payment of $10,000.00 to Plaintiff pursuant to the terms of the Settlement;

4. Approving Plaintiff's request for an award to Class Counsel in the amount of $86,666.67 for attorneys' fees and reimbursement of actual costs in the amount of $12,118.46 pursuant to the terms of the Settlement;

5. Approving Plaintiff's request for payment of the Settlement Administration Expenses to Apex Class Action LLC in the amount of $6,490.00 with payment pursuant to the terms of the Settlement;

6. Entering final Judgment as to all members of the Class in this Action; and

7. Setting a Nonappearance Compliance Hearing date on September 14, 2027 with a deadline to file a compliance declaration on or before September 7, 2027.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for court approval of the settlement of a class action and authorizes the Court to grant final certification of a class for settlement purposes. The basis for this Motion, filed without any opposition from Defendant, is that the proposed settlement is fair, adequate, and reasonable and the procedures proposed by the Parties are adequate to ensure the opportunity of class members to participate in, opt out of, or object to the settlement.

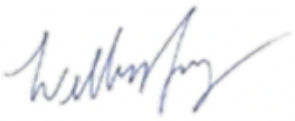
/ / /

This Motion will be based on this Notice, concurrently filed herewith, the Memorandum of Points and Authorities, the Settlement Agreement, the supporting Declarations of William C. Sung, Maria Gonzalez, and Tarus Dancy on behalf of Apex Class Action LLC, and upon the oral arguments of counsel (should there be any) and on the complete records and file herein.

DATED: October 19, 2026

Respectfully submitted,

JUSTICE FOR WORKERS, P.C.

By: 

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Maria Gonzalez ("Plaintiff") and Defendant Vacation Internationale, Inc. ("Defendant") (collectively, "Parties") entered into the Class Action and PAGA Settlement Agreement ("Settlement" or "Agreement") which was filed with this Court on March 3, 2026. The Settlement disposes of all of the class and PAGA claims alleged by Plaintiff.

On May 24, 2024, Plaintiff commenced this class action by filing the Class Action Complaint alleging the following causes of action against Defendant: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; (7) Failure to Reimburse Business Expenses; and (8) Unfair Competition, and on August 1, 2024, Plaintiff filed the operative First Amended Complaint adding a cause of action for Civil Penalties under the PAGA. Declaration of William C. Sung ("Sung Decl."), ¶¶ 4-5.

The terms of the Settlement provide that Defendant shall pay a Gross Settlement Amount of $260,000.00. The Settlement will be distributed to the Class on a non-reversionary basis without the need to submit claim forms.

This Court preliminarily approved this Settlement on June 4, 2026. The Order Granting Preliminary Approval of Class Action and PAGA Settlement and Setting a Final Approval Hearing directed distribution of the class notice packet and scheduling the hearing for final approval of settlement (the "Preliminary Approval Order"). As directed by the Court, the Administrator distributed the Class Notice. Admin Decl., ¶¶ 4-7, Exh. A. There are no opt outs or objections to the Settlement. *Id.* at ¶¶ 11-12. Thus, there is a 100% participation rate. Therefore, an inference can be made that the Class supports the Court's Preliminary Approval Order finding that the Settlement was fair and reasonable. In sum, the Court may confirm its Preliminary Approval Order as this process supports the Court's initial finding that the Settlement is fair and reasonable.

In addition, for the same reasons as set forth earlier in Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, the following represent the basic points previously covered supporting approval of the Settlement: the total number of Participating Class Members is

142 individuals; the Net Settlement Amount to be paid to Participating Class Members and Aggrieved Employees is $131,724.87; and the estimated average Settlement Share to Participating Class Members is $927.64 with the highest estimated Settlement Share of $3,795.73 and lowest of $1.83. Admin Decl., ¶ 17. With this additional information, the Court should grant Final Approval consistent with the Preliminary Approval Order.

II. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE SETTLEMENT (CMO (H)(5)(a))

The notice procedures required by the Preliminary Approval Order have been followed and satisfy all due process rights of Class Members. The Preliminary Approval Order contemplated that the Notice of Pendency of Class Action and Proposed Settlement along with an objection and opt out form ("Class Notice"), as approved in the Preliminary Approval Order, be sent to all Class Members by first class mail, as specified in the Settlement. The Preliminary Approval Order approved Apex Class Action LLC ("Administrator") to serve as the settlement administrator.

Class Notice was provided to Class Members, as required by the Preliminary Approval Order. The Administrator received a Class Member mailing list from Defendant's counsel containing the names, last known mailing addresses, social security numbers, and dates of employment for 141 Class Members. Admin Decl., ¶ 5. After updating Class Members' mailing addresses through the National Change of Address Database, on September 1, 2026, each Class Member identified on the mailing list was sent the Class Notice in English and Spanish via first class mail. Admin Decl., ¶¶ 6-7, Exh. A. A total of 21 Class Notices were returned by the Post Office, of which 14 Class Notices were re-mailed based on newly discovered addresses obtained through skip-traces. Admin Decl., ¶ 8. To date, only 7 Class Notices remain undeliverable. Admin Decl., ¶ 9. One additionally Class Member was inadvertently omitted from the Class List and subsequently added to the Class List for a total of 142 Participating Class Members. Admin Decl., ¶¶ 14-15.

The Class Notice specifically directed Class Members to the Court and Class Counsel, where they could further receive information regarding the Settlement. The provision of sending the Class Notice to Class Members as described above meets the requirements for the "best notice

practicable" in this case as necessary to protect the due process rights of class members. *See, e.g., Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 812-13 (provision of "best notice practicable" with description of the litigation and explanation of opt-out rights satisfies due process); *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-75 (individual notice must be sent to class members who can be identified through reasonable means); *Mullane v. Central Hanover Bank & Trust Co.* (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"). The Court, therefore, may proceed to determine the fairness and adequacy of the Settlement and order its approval, secure in the knowledge that all absent Class Members have been given the opportunity to participate fully in the settlement process.

III. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE AND REASONABLE, AND THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL

A. Strength of Plaintiff's Case and Likelihood of Certifying the Class

Under California law, there are two basic requirements which must exist to sustain a class action: "[t]he first is existence of an ascertainable class, and the second is a well-defined community of interest in the questions of law and fact involved." *Vasquez v. Sup. Ct.*(1971) 4 Cal.3d 800, 809.)

1. The Class is Ascertainable and Sufficiently Numerous

Whether a class is "ascertainable" within the meaning of Code of Civil Procedure section 382 "is determined by examining (1) class definition, (2) the size of the class, and (3) the means available for identifying the class members." *Reyes v. San Diego County Board of Supervisors* (1987) 196 3d 1263, 1271. Here, the Class is defined as follows:

> "All current and former non- exempt employees of Defendant in California who were employed at any time during the Class Period of May 24, 2020 through December 21, 2025."

Preliminary Approval Order, ¶ 3.

Based on this objective definition, Defendant was able to identify 142 individuals who fall within this definition. As such, the class is ascertainable. Further, as to numerosity, there is no minimum number of class members required as a matter of law for maintenance of a class action. *Rose v. City of Hayword* (1981) 126 Cal.App.3d 926. The size of the claims involved, and any

public interest factors in the case may be determinative. *Id.* at p. 934. "Numerosity" is met when a plaintiff demonstrates the "impracticability" of joinder. Fed. Rules Civ. Proc.23(a)(1); *Harris v. Palm Springs Alpine Estates, Inc.* (9th Cir. 1964) 329 F.2d 909, 913-14. In *Bowles v. Superior Court* (1955) 28 Cal.2d 574, a class was certified with only 10 members.

Given that there are 142 members that comprise of the Class, this is far more than the minimum required to certify a class. Within the context of manageability, the issue is whether there exists sufficient means for identifying class members at the remedial stage. *Reyes v. San Diego County Board of Supervisors, supra*, 196 Cal.App.3d at pp. 1274-75. Class members were identified by Defendant, and Class Notice was provided to all of the above class members.

2. There Is a Community of Interest

The "community of interest" requirement embodies three separate factors: (1) predominant common questions of law or fact; (2) class representatives whose claims are 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; *Reese v. Wal-Mart Stores, Inc*. (1999) 73 4th 1225, 1234.)

"The ultimate question in every case of this type [class actions] is whether … the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous and substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants." *Lockheed Martin Corp. v. Sup. Ct. (Carrillo)* (2003) 29 Cal.4th 1096, 1104-05. Here, Plaintiff alleges that Defendant has policies or practices that violated the Labor Code by failing to provide meal and rest period, pay minimum and overtime wages for all hours worked, provide accurate itemized wage statements, pay all wages due upon separation of employment, reimburse business expenses, and maintain employment records.

The purported class representative's claim must be "typical" but not necessarily identical to the claims of other class members; it is sufficient that the representative is similarly situated so that he or she will have the motive to litigate on behalf of the class. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 45. Courts look to whether class members have similar injuries, "whether the action is based on conduct which is not unique to the named Plaintiff," and whether other class members were injured by the same conduct. *Hannon v. Dataproducts Corp*. (9th Cir. 1992) 976 F.2d 497,

508; *Schwartz v. Harp* (C.D.Cal. 1985) 108 F.R.D. 279, 282. The purpose of the typicality requirement "is to assure that the interest of the named representative aligns with the interests of the class." *Hannon v. Dataproducts Corp., supra,* 976 F.2d at p. 508.

Here, Plaintiff was employed by Defendant and, like all of the other Class Members, she alleges she was not paid all wages, not provided compliant meal and rest break periods, not reimbursed all business expenses, received inaccurate wage statements, and failed to receive all wages upon separation of employment. Declaration of Maria Gonzalez ("Gonzalez Decl."), ¶¶ 2-3. Thus, Plaintiff's claims are typical to those of Class Members.

3. Plaintiff Adequately Represented the Class

The class representative, through qualified counsel, must be capable of "vigorously and tenaciously" protecting the interests of the class members. *Simons v. Horowitz* (1984) 151 Cal.App.3d 834, 846. Since the judgment rendered in a class action will bar further relief to the class members, the representative plaintiff must assert all claims reasonably expected to be raised by members of the class. *City of San Jose v. Sup. Ct. (Lands Unlimited)* (1974) 12 Cal.3d 447, 464. Here, Plaintiff does not have any interests adverse to the class, nor has any such issues been raised or presented. Gonzalez Decl., ¶ 4. Plaintiff has taken all necessary steps to represent the interests of the Class by giving up potential individual claims to proceed with this action as a class action. Gonzalez Decl., ¶ 6. Plaintiff has made herself available to answer questions, gather and provide documents, review and execute the settlement agreement and this declaration filed with the court. *Ibid*. Plaintiff will continue to make herself available to review any other documents needed to bring this matter to conclusion. *Ibid*. Thus, Plaintiff has adequately represented the Class.

To proceed as a class, there are two requirements which must be met: ascertainability and community of interest. *See Daar v. Yellow Cab Co*. (1967) 67 Cal.2d. 695, 704) "The community of interest requirement embodies 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." *Richmond v. Dart Industries* (1981) 29 Cal.3d. 462, 470. This Court previously granted conditional certification of the Class pursuant to the Preliminary Approval Order. Thus, Plaintiff meets all of the factors for class certification.

B. The Terms of the Settlement and Its Reception By Class Members Support the Conclusion that the Settlement Is Fair, Adequate, and Reasonable

Without reiterating Plaintiff's showing that the Settlement and the negotiation process that led up to it was fair and adequate as set forth in detail in the Motion for Preliminary Approval of Class Action Settlement, Plaintiff highlights the following facts. The Agreement was the product of negotiation between highly able and experienced attorneys on both sides who possessed the relevant data and extensive legal research which they had carefully analyzed. Sung Decl., ¶¶ 7-11. The resolution of this case was reached only after the parties engaged in substantial investigation and mediation. *Ibid*.

The results after mailing of the Class Notice support confirmation of the Court's preliminary approval of the Settlement with final approval, as there are no opt outs, objections, or disputes to the Settlement with an **100%** participation rate. Admin Decl., ¶ 15. Thus, the Court may appropriately infer that the class action settlement is fair, adequate and reasonable when, among other reasons, few class members object to it. *See Class Plaintiff v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1291. The Court should further construe the lack of any objection to this current settlement as an indication that Class Members themselves view the settlement as fair, adequate, and reasonable.

C. Under Well-Established Legal Principles, the Court Should Grant Final Approval of the Settlement

1. Standard Of Review

On a motion for final approval of a class action settlement under Civil Code §1781(f), a court's inquiry is whether the settlement is "fair, adequate and reasonable." *Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625, cert. denied subnom., *Byrd v. Civil Serv. Comm'n*, (1983) 459 U.S. 1217. [1] A settlement is fair, adequate and reasonable, and therefore merits final approval, when "the interests of the class are better served by the settlement than by further litigation." *See* Manual for Complex Litigation Fourth (Fed. Judicial Center 2004) ("Manual"), § 21.6 at 309. The law favors settlement, particularly in class actions and other complex cases, where

[1] Both Civil Code §1781(f) and Rule 23 have been expressly authorized by the California Supreme Court for use in all California class action litigation. *See Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 820-821.)

substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. *See* 4 Newberg on Class Actions 4th § 11.41 (2008); *Chemical Bank v. City of Seattle*, 955 F.2d 1268, 1276; *Van Bronkhorst v. Safeco Corp*. (9th Cir. 1976) 529 F.2d 943, 950.

Although the Court possesses "broad discretion" in determining that a proposed class action settlement is fair, the Court's role must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned. *See Officers for Justice v. Civil Serv. Comm'n*, supra 688 F.2d at 625. Accordingly, the Court should give due regard to what is otherwise a "private consensual agreement" between the parties. *Id.; see also Church v. Consolidated Freightways, Inc.* (N.D. Cal. 1993) 1993 WL 149840; *In re Wash. Pub. Power Supply Sys. Sec. Litig*. (D. Ariz. 1989) 720 F.Supp. 1379, aff'd sub nom., *Class Plaintiff v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268; Manual § 21.61 at 309 ("The judicial role in reviewing a proposed settlement is critical, but limited to approving the proposed settlement, disapproving it, or imposing conditions on it. The judge cannot rewrite the agreement").

A court's approval of a class action settlement will only be reversed for a clear abuse of discretion. *See Dunk v. Ford Motor Co*. (1996) 48 4th 1794, 1801; *see also Officers for Justice v. Civil Serv. Comm'n* ,supra, 688 F.2d at p. 626 ("reverse only upon a strong showing that the district court's decision was a clear abuse of discretion"); *Chemical Bank, supra*, 955 F.2d at 1276; *Ackerman v. Kassar* (9th Cir. 1993) 1993 WL 326453; *Linney v. Cellular Alaska P'ship* (9th Cir. 1998) 151 F.3d 1234, 1238.

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

7-Eleven Owners for Fair Franchising v. Southland Corp. (2000) 85 4th 1135, 1146.

2. The Settlement Is Presumed to Be Fair

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

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

Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1802; *7-Eleven Owners for Fair Franchising*, 85 Cal.App.4th at 1146; *accord, Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87 F.R.D. 15, 18; *In re Wash. Pub Power Supply*, supra, 720 F.Supp. at 1387.

Here, the Settlement warrants approval and carries a presumption of fairness. As stated in the Motion for Preliminary Approval, this Settlement was negotiated after engaging in informal and formal written discovery, including class records and statistics that allowed Plaintiff to extrapolate the potential damages that could be awarded to Plaintiff and the Class. Sung Decl., ¶¶ 7-11. Furthermore, Class Counsel are highly experienced in this type of litigation. Sung Decl., ¶¶ 12-17.

3. Two-Way Fees and Costs and Other Risks Inherent in Continued Litigation Favor Final Approval

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

If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff may have faced liability for Defendant's costs. As such, should any Class Members want to bring individual claims on the same causes of action, they would each face the uncertainty of prevailing and the possibility of paying costs to Defendant. Accordingly, such claims likely would not be brought by many of these current and former employees of Defendant. Thus, this lawsuit achieves a true benefit for the Class that they might not otherwise get or seek as individuals. Here, given that a fair and reasonable settlement has been reached, neither Plaintiff nor any Class Members will be required to pay for Defendant's litigation fees and costs.

The risks of this case were weighed by Class Counsel and should be considered a significant issue by the Court in its determination of final approval. Class Counsel obtained a very substantial settlement for the Class that results in a fair recovery which at the same time provides for finality and no risk of costs by the Class or Plaintiff.

The Settlement also affords the Class prompt, fair relief, while avoiding significant legal and factual battles that otherwise may have prevented the Class from obtaining any recovery at all. Class Counsel believe that the case that they have litigated against Defendant involved a significant violation of Labor Codes under various theories of liability. While Class Counsel believe the Class Members' claims are meritorious and can be successfully litigated, they are experienced and fully understand the inherent risks and uncertainty involved with such matters as the resolution of class certification, the outcome of a potential trial, and the outcome of any appeals that would inevitably follow should the Class prevail at trial. Class Counsel has also assessed the same risks in connection with the Settlement. Because the Settlement provides immediate and substantial relief, without the attendant risks and delay of continued litigation – not to mention the threat of litigation costs – Class Counsel believes that the Settlement warrants the Court's final approval.

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

Another factor considered by courts in approving a settlement is the complexity, expense, and likely duration of the litigation. *See Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d at 625*; Girsh v Jepson*, 521 F.2d at 157. In applying this factor, the Court must weigh the benefits of the settlement against the expense and delay involved in achieving an equivalent or more favorable result at trial. *See Young v. Katz* (5th Cir. 1971) 447 F.2d 431, 433-434.

As noted above, continued litigation could have led to appeals even if the Class prevails. On the other hand, the Settlement that was reached provides to all Class Members – regardless of their means – fair relief in a prompt and efficient manner. Were the Court to deny final approval, the Class Members would be left without a remedy as a practical matter and courts across the State would have to address the issues presented here in a piecemeal, costly, and time-consuming manner. The Settlement in this case is therefore consistent with the "overriding public interest in settling and

quieting litigation" that is "particularly true in class action suits." *See Van Bronkhorst v. Safeco Corp.*, 529 F.2d at 950 (footnote omitted); *see also* 4 Newberg at § 11.41. Thus, had the case not settled, the case would have proceeded to trial with potentially longer litigation for appeals.

5. The Opinion of Experienced Counsel Favors Final Approval

The endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight by the Court in its final approval determination. *See, e.g., Officers for Justice v. Civil Serv. Comm'n,* 688 F.2d at p. 625. Class Counsel support the Settlement as fair, reasonable and adequate, and in the best interest of the Class Members as a whole. Defendant's counsel is also in favor of this Settlement.

6. Investigation, Mediation, and the Settlement Discussions Undertaken in This Action Favor Final Approval

Plaintiff's investigation, mediation, and settlement discussions undertaken in this action favor final approval. While the Parties disagree on the application of the law to the facts, each Party recognized in negotiations that, if taken to class certification and trial, the other Party would at least have reasonable arguments, such that the Gross Settlement Amount to which the Parties ultimately agreed was reasonable. Sung Decl., ¶ 10. The total maximum exposure for class claims amounts to approximately $1,151,500.21. Sung Decl., ¶ 9.

On the failure to reimburse, off-the-clock work, and failure to provide meal and rest period claims, given Defendant's defenses and its policies, the Court could deny class certification, resulting in no recovery for the Class, or classwide damages may be severely limited at trial. Sung Decl., ¶ 10. Thus, Class Counsel believes there is at least a 50% risk factor, bringing the realistic recovery for unreimbursed business expenses to $59,019.23, unpaid wages due to off-the-clock work to $134,038.58, unpaid meal period premiums to $56,653.64, and unpaid rest period premiums to $89,359.05. *Ibid.* Given the California Supreme Court's decision in *Naranjo*, there is an 80% risk factor that the Court might find Defendant's good-faith defenses preclude wage statement and waiting time penalties, bringing the realistic recovery to $50,031.84 for wage statement penalties and $44,640.00 for waiting time penalties. *Ibid.*

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Total PAGA penalties amounted to $226,500.00. *Ibid*. However, if the Court were to reduce the PAGA penalties by 80% similar to *Carrington*, the PAGA penalties exposure would amount to approximately $45,300.00. *Ibid.*

Thus, the total realistic class damages and PAGA penalties are $420,023.11. *Ibid*. The Gross Settlement Amount is 61.90% of the maximum class and PAGA recovery and well within the reasonable range of settlement for class/PAGA actions. *Ibid.*

IV. THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT SHOULD BE APPROVED (CMO#1 (H)(2))

Plaintiff requests an enhancement of $10,000.00. As shown in the supporting declaration, Plaintiff has not previously been a named plaintiff in any other class action cases. Gonzalez Decl., ¶ 5. Plaintiff understood that the filing of this action was a matter of public action and this was being prosecuted on a class and representative basis. Gonzalez Decl., ¶ 6. Plaintiff further understood that class actions would take longer in litigation than an individual action and undertook such risks. *Ibid*. Plaintiff did not incur any expenses but has expended a significant amount of time on this matter. *Ibid*. Plaintiff spent approximately 20 hours prosecuting this case, including discussing this matter with Counsel on a number of occasions, providing substantive information regarding Defendant's practices, providing documents related to her own claims and the claims of the Class, and reviewing and signing the settlement agreement. *Ibid*. Furthermore, Plaintiff will be providing a general release of her individual claims, something that the Class Members did not have to do. Gonzalez Decl., ¶ 7.

Plaintiff is not receiving any other benefits, other than being a Class Member and the enhancement that he is seeking. As a Class Member, Plaintiff expects to receive $2,578.88 as her Class Share and $26.53 as her PAGA Share. Admin Decl., ¶ 20. There are no objections to Plaintiff's enhancement requests by the Class. *See* Admin Decl., ¶ 12. Thus, Plaintiff and Class Counsel submit that Plaintiff satisfies all of the factors to justify her enhancement request for $10,000.00 and that her enhancement request is fair and reasonable.

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V. THE REQUESTED ATTORNEYS' FEES AND COSTS SHOULD BE APPROVED (CMO #1 (H)(3) & (4))

A. Class Counsel Seek a Percentage Fee Award Under Well-Established Case Law

Class Counsel seeks a fee award $86,666.67, calculated as one-third (1/3) of the total value of the Settlement for the successful prosecution and resolution of this Action. 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*. (2016) 1 Cal.5th 480, 503 ("[W]hen 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."). Under the "percentage of the fund" method, the Court's objective remains to "mimic the market" in fixing a reasonable fee. *See Gaskill v. Gordon* (7th Cir. 1998) 160 F.3d 361, 363 ("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.").

The California Supreme Court in *Laffitte* affirmed a fee award representing one-third (or 33.33%) of the fund. *Laffitte*, 1 Cal.5th at 506. This was based on a lodestar amount that required a multiplier of 2.13. *Id.* at 487. As the Court held, only when the multiplier is "extraordinarily high or low [should] the trial court [] consider whether the percentage method should be adjusted so as to bring the imputed multiplier within a justifiable range." *Id*. at 505.)

Moreover, in the *Laffitte* intermediate court decision, the court observed that "33 1/3 percent of the common fund is consistent with, and in the range of, awards in other class action lawsuits." *Laffitte v. Robert Half Int'l* (2014) 231 Cal.App. 4th 860, 871. Here, the fee award representing one-third of the fund clearly falls within that range and is consistent with other comprehensive surveys of class action settlements and fee awards. *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, with almost no awards more than 35 percent"); Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study: 1993-2008*, 7 J. of Empirical Leg. Stud. 248, 262, fn.16

(2010) (independent studies of class action litigation nationwide conclude that fees representing one-third of the total recovery is consistent with market rates).

Furthermore, "the response of the class members to attorneys' fee notice, though not decisive, is relevant to the . . . reasonable determination" regarding fees. *Swedish Hospital v. Shalala* (D.C. Cir. 1993) 1 F.3d 1261, 1272. A positive response rate tends to suggest that the court's "approximation of the market" for fees is well supported. *Id*. at p. 1269. Here, the Class Notice specifically notified Class Members that Class Counsel would be seeking one-third of the settlement fund as attorney's fees, totaling $86,666.67. Admin Decl., ¶ 7, Exh. A at § 5. To date, no Class Member has opted out or objected to the Settlement. This strong favorable response also supports the requested fees.

Finally, for Class Counsel, the fees here were wholly contingent in nature and the case presented far more risk than the usual contingent fee case. Among the risks was the cost inherent in class action litigation, as well as a potentially drawn-out battle with a defendant that has retained premier defense counsel.

B. Class Counsel's Lodestar Supports Granting the Attorney's Fees Requested

As a secondary backup support for the "percentage of the fund" method, courts have discretion to "cross-check" the fees awarded through the lodestar method. However, the California Supreme Court "emphasize[d] [that] the lodestar calculation, when used in this manner, does not override the trial court's primary determination of the fee as a percentage of the common fund and thus does not impose an absolute maximum or minimum on the potential fee award." *Laffitte*, 1 Cal.5th at 505. The Supreme Court in *Laffitte* stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." *Ibid*. (emphasis added). Indeed, cross-checks are not required; in many cases, performing a cross-check "undermines" one of the primary reasons for using the percentage method: aligning counsel's incentives with the benefits delivered to the class and discouraging protracted litigation. *Id*. at 506 (finding trial courts "retain the discretion to forgo a lodestar cross-check").

Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g., Chavez v. Netflix* (2008) 162 Cal.App.4th 43, 49-50 (approving multiplier of about 2.5); *Coalition for L.A. County Planning etc. Interest v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251 (approving multiplier of about 12.8). 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," the 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* (2009) 175 Cal.App.4th 545, 557.

Here, Plaintiff's counsel's current lodestar is **$109,815.00,** broken down as:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (15th Year Attorney)	$948	$900	90.10	$81,090.00
Tiffany L. Luu (5th Year Attorney)	$581	$550	22.50	$12,375.00
Joseph C. Ramli (4th Year Attorney)	$581	$500	32.70	$16,350.00
		Total	**145.30**	**$109,815.00**

Sung Decl., ¶¶ 18-20. Plaintiff's counsel's requested fee award represents a **negative 0.79** lodestar multiplier. Sung Decl., ¶ 18. Additionally, Plaintiff's counsel estimate they will devote no less than 10 hours, although likely more time, to additional tasks, which are hours not included in the foregoing lodestar total. Sung Decl., ¶ 21. These additional hours will include time spent to obtain and monitor approval of the Settlement and requested awards, oversee the settlement administration process and distribution of funds, respond to inquiries, and communicate with Plaintiff regarding the case. *Ibid.* Plaintiff's counsel also bear the risk of taking whatever actions are necessary if Defendant fails to pay.

Furthermore, courts are quite liberal in the evidence required to prove an attorney's hours. Detailed time records are not required. An attorney's testimony alone may suffice: "Testimony of an attorney as to the number of hours worked on a particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records." *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559. Reasonable hours include, in addition to time spent during litigation, the

time spent before the action is filed, including time spent interviewing the clients, investigating the facts and the law, and preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S. 54, 62. Further, the fee award should include fees incurred to establish and defend the attorneys' fee claim. *Serrano v. Unruh* (1982) 32 Cal. 3d 621, 639. Thus, Class Counsel requests that the court find that these hours were reasonable in this litigation.

A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience in the relevant community. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095. The court may consider other factors when determining a reasonable hourly rate, *e.g.,* the attorney's skill and experience, the nature of the work performed, the relevant area of expertise and the attorney's customary billing rates. *Flannery v. California Highway Patrol* (1998) 61 Cal.App.4th 629, 632-633. Here, Class Counsel's skill and experience justify the requested rate. As shown in the supporting declarations, Class Counsel's practice focuses on representing employees in employment matters, particularly wage and hour cases and have been previously certified as class counsel by other courts. Sung Decl., ¶¶ 13-17.

VI. THE COURT SHOULD APPROVE THE REQUEST FOR COSTS

In addition to Class Counsel's lodestar, Class Counsel seeks reimbursement in the amount of $12,118.46 in litigation related costs, which includes anticipated costs to file the Motion for Final Approval ($78.97), any supplemental briefing ($16.87), and the compliance paperwork ($16.87). Sung Decl. ¶ 22, Exh. 3. Pursuant to the Settlement Agreement, Class Counsel may seek reimbursement of costs up to $20,000.00 and the requests costs are substantially less than the agreed upon amount. Settlement Agreement at III.B.2. Thus, the cost request should be approved.

VII. THE ADMINISTRATOR'S FEES AND COSTS SHOULD BE APPROVED (CMO#1 (H)(5))

Pursuant to the terms of the Settlement Agreement, the fees and costs of the Administrator, are to be paid out of the common fund. As shown on the Admin Declaration, the settlement administration fees are based on a flat-sum amount of $6,490.00. Admin Decl. ¶ 21. To date, the Administrator has spent time (i) preparing, printing, and mailing the Notice Packet, including updating mailing addresses utilizing the National Change of Address Database; (ii) receiving

returned Notice Packets, performing skip traces on the returned notices, and remailing the Notice Packets; (iii) providing call center support to Class Members via a toll-free telephone number; and (iv) providing weekly reports. Admin. Decl., ¶ 3. After the final approval, the Administrator will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and preparation of the necessary tax reporting on such payments. *Ibid.*.

The Administrator will mail the Individual Settlement payments in an envelope that bears the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED"; posting a copy of the Order and Judgment of Final Approval of Class Action Settlement on its website; and provide a compliance report and declaration regarding the total amount of uncashed checks and further distribute the uncashed funds consistent with the Settlement Agreement. *See* (Proposed) Judgment and Order Granting Final Approval of Class Action and PAGA Settlement.

All of these duties are included in the agreed-upon flat fee of $6,490.00. Thus, the Administrator's fees should be approved.

VIII. LWDA HAS BEEN PROVIDED WITH NOTICE OF THIS HEARING

Plaintiff gave notice to the LWDA by uploading a copy of the Order Granting Preliminary Approval of Class Action Settlement, this Motion, supporting declarations, and Proposed Judgment and Order. Sung Decl. ¶ 23. Exh. 4 – LWDA Upload Confirmation.

IX. CONCLUSION

For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiff respectfully submits that the standards for final approval have been met, and the terms of the Settlement Agreement are fair, adequate and reasonable.

Accordingly, Plaintiff respectfully requests that the Court enter an Order in the form proposed and submitted:

1. Granting final approval to the proposed Settlement;

2. Approving distribution of the settlement funds to the Class Members pursuant to the terms of the Settlement Agreement;

3. Approving Plaintiff's request for an award of the class representative enhancement of $10,000.00;

4. Approving attorney's fees award in the amount of $86,666.67 to Justice for Workers, P.C.;

5. Approving attorney's costs award in the amount of $12,118.46 to Class Counsel;

6. Approving Plaintiff's request for payment of the settlement administration costs to the Administrator in the amount of $6,490.00;

7. Approving that the funds from any checks returned as undeliverable, and any checks not negotiated within 180 days, shall be transmitted to the California State Controller's office in the name of the Class Member.

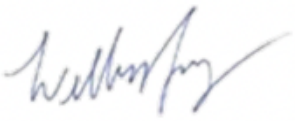
8. Setting a Nonappearance Compliance Hearing date on September 14, 2027 with a deadline to file a compliance declaration on or before September 7, 2027; and

9. Entering final judgment as to all members of the Class.

DATED: October 19, 2026

Respectfully submitted,

JUSTICE FOR WORKERS, P.C.

By: 

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