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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

ANNA TOVAR, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

v.

GOLDEN BEAR PT PARTNERS, LLC, a Delaware limited liability company; GOLDEN BEAR PHYSICAL THERAPY SPORTS INJURY CENTER, INC., a California corporation; and DOES 1 through 100, inclusive;

Defendants.

Case No.: CV-24-007273
[Consolidated with Case No.: CV-24-007277]

Assigned for All Purposes to:
Honorable John R. Mayne
Department 21

CLASS ACTION

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS COUNSEL FEES PAYMENT, CLASS COUNSEL LITIGATION EXPENSES PAYMENT, AND CLASS REPRESENTATIVE SERVICE PAYMENTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

[*Declaration of Class Counsel (Douglas Han); Declaration of Class Representatives (Anna Tovar and Gary Machado); Declaration of Administrator (Chantal Soto-Najera); and [Proposed] Order and Judgment filed concurrently herewith*]

Hearing Date: October 7, 2025
Hearing Time: 8:30 a.m.
Hearing Place: Department 21

Complaint Filed: September 13, 2024
FAC Filed: March 5, 2025
Trial Date: None Set

PLEASE TAKE NOTICE that on October 7, 2025 at 8:30 a.m., or as soon thereafter as the matter may be heard, before the Honorable John R. Mayne in Department 21 of the Stanislaus County Superior Court located at 801 10th Street, Modesto, California 95354, Plaintiffs Anna Tovar and Gary Machado ("Plaintiffs," "Plaintiff Tovar," and "Plaintiff Machado") will and hereby does move this Court to approve:

1. The Class Action and PAGA Settlement Agreement ("Settlement Agreement" "Settlement," or "Agreement") on the grounds that the Settlement Agreement is fair, adequate, and reasonable because:

   a. 1,845 Class Members who did not submit valid and timely Requests for Exclusion from the Settlement ("Participating Class Members") will receive a portion of the Net Settlement Amount;

   b. As of August 21, 2025, no objections were submitted;

   c. As of August 21, 2025, one (1) request for exclusion was submitted;

   d. As of August 21, 2025, there are no outstanding disputes;

2. The payment of the Class Counsel Fees Payment of $329,700 to Justice Law Corporation ("Class Counsel") for 448.1 hours of attorney time spent working on the case from pre-filing investigation to the Final Approval Hearing;

3. The payment of the Class Counsel Litigation Expenses Payment of $21,181.06 to Class Counsel for actual litigation costs and expenses incurred;

4. The payment of the Class Representative Service Payments of $10,000 to each Plaintiff (totaling $20,000);

5. The payment of the Administration Expenses Payment of $20,000 to CPT Group, Inc., the Administrator; and

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6. The payment of $75,000 for Private Attorneys General Act of 2004 ("PAGA") penalties, pursuant to Labor Code section 2699, sixty-five percent (65%) of which ($48,750) shall be paid to the California Labor and Workforce Development Agency ("LWDA") and thirty-five percent (35%) of which ($26,250) shall be distributed to all current and former hourly-paid or non-exempt employees of Defendants Golden Bear PT Partners, LLC and Golden Bear Physical Therapy Sports Injury Center, Inc. ("Defendants") within the State of California at any time during the period from June 26, 2023, through February 3, 2025, on a pro rata basis ("Aggrieved Employees," "PAGA Period," and "PAGA Penalties").

This motion is based on the following Memorandum of Points and Authorities; Declaration of Class Counsel (Douglas Han), Declaration of Class Representatives (Anna Tovar and Gary Machado), and Declaration of the Administrator (Chantal Soto-Najera) in support thereof; pleadings and other records on file with the Court; and documentary evidence and oral argument as may be presented at the hearing on this motion.

Dated: September 8, 2025

JUSTICE LAW CORPORATION

By: ______________________
Douglas Han
Attorneys for Plaintiffs

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs seeks final approval of the Gross Settlement Amount of $942,000 inclusive of the: (1) Class Counsel Fees Payment of $329,700; (2) Class Counsel Litigation Expenses Payment of $21,181.06; (3) Class Representative Service Payments totaling $20,000; (4) Administration Expenses Payment of $20,000; and (5) PAGA Penalties of $75,000.

This case is seeking relief for all current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the period from September 13, 2020, through February 3, 2025 ("Class," "Class Members," and "Class Period").

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

On June 26, 2024, Plaintiff Tovar provided written notice to the LWDA and Defendants.

On September 13, 2024, Plaintiff Tovar filed a representative action lawsuit under PAGA in the Superior Court of California, County of Stanislaus (Case No. CV-24-007277).

On September 13, 2024, Plaintiff Tovar filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Stanislaus, alleging eight (8) causes of action (Case No. CV-24-007273).

After engaging in discovery, investigations, and negotiation, on January 28, 2025, the Parties attended mediation with Brandon McKelvey, resulting in a global settlement.

On March 5, 2025, Plaintiff Tovar filed a First Amended Consolidated Class and Representative Action Complaint, adjusting the "class" and "aggrieved employees" definitions, adding Gary Machado as a named plaintiff, and updating the underlying factual allegations.

On May 7, 2025, the Court granted Preliminary Approval of the Settlement.

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III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Pursuant to the Settlement Agreement, the Gross Settlement Amount of $942,000 will be paid by Defendants. The Net Settlement Amount will be calculated by deducting the following payments from the Gross Settlement Amount: (1) $329,700 as the Class Counsel Fees Payment; (2) $21,181.06 as the Class Counsel Litigation Expenses Payment; (3) $20,000 as the total Class Representative Service Payments; (4) $20,000 as the Administration Expenses Payment; (5) $75,000 as the PAGA Penalties; and (6) employer's share of payroll taxes.[1]

The Net Settlement Amount will be made available to the Participating Class Members. The Administrator shall pay the Participating Class Member their pro-rata share of the Net Settlement Amount. Settlement payments will be allocated ten percent (10%) to settlement of wage claims and ninety percent (90%) to settlement of claims for interest and penalties.[2]

The Administrator shall pay the Aggrieved Employees their pro-rata share of the PAGA Penalties. Each Aggrieved Employee's portion of the PAGA Penalties will be allocated as one hundred percent (100%) penalties.[3]

The Class Members must cash or deposit their settlement checks within one hundred eighty (180) calendar days after the checks are mailed to them. Uncashed settlement checks will be canceled and transmitted to the *cy pres* recipient, Boys and Girls Club of Stanislaus County.[4]

IV. THE SETTLEMENT ADMINISTRATION PROCESS

On May 12, 2025, the Administrator received the Court-approved Class Notice. On May 19, 2025, Defendants delivered the Class Data to the Administrator containing information for 1,846 Class Members.[5]

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1 (See Settlement Agreement attached as **Exhibit 2** to the Declaration of Douglas Han In Support of Motion For Preliminary Approval of Class Action Settlement filed on March 28, 2025 ("Settlement Agreement"), §§ A(20), C(1), C(2).)

2 (*Id.* at § C(2)(e).)

3 (*Id.* at § C(2)(d).)

4 (*Id.* at §§ D(3)(a), D(3)(c).)

5 (Declaration of Chantal Soto-Najera Regarding Notice and Settlement Administration ("Soto-Najera Decl."), ¶¶ 5, 6.)

On June 10, 2025, the Administrator mailed Class Notices to 1,846 Class Members and indicated that the Response Deadline was August 11, 2025.[6]

Category	Class Notices Mailed	Class Notices Returned	Class Notices Remailed	Class Notices Left Undelivered	Requests for Exclusion	Objections	Written Disputes	Participating Class Members
	1,846	58	44	14	1	0	0	1,845[7]

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

The courts have discretion to determine if a settlement is fair and reasonable. (*Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52.) To determine fairness, courts consider relevant factors such as "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.) "Due regard should be given to what is otherwise a private consensual agreement between the parties." (*Dunk*, at p. 1801.)

The burden is on the proponent to show the settlement is fair and reasonable. (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 245.) A presumption of fairness exists if: "(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.*, *supra*, 48 Cal.App.4th at p. 1802.) The court need not reach any ultimate conclusions on the issues of fact and law that underlie the merits. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146.) The inquiry is not if the settlement is the best one that could have been obtained, but whether the settlement as a whole is "fair, adequate, and reasonable."

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6 (*Id.* at ¶ 7.)

7 (Soto-Najera Decl., *supra*, at ¶¶ 8-12.)

(*Chavez v. Netflix, Inc.*, *supra*, 162 Cal.App.4th at p. 55.) A settlement need not obtain one hundred percent (100%) of the damages sought to be fair and reasonable. (*Wershba*, at p. 250.) Even if the relief afforded is narrower than it would be if the case was litigated, that is no bar to a settlement because the public interest may be served by a settlement where both sides give ground. (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 250.)

A. The Settlement Resulted from Arm's-Length Negotiations Based Upon Extensive Investigation and Discovery.

Class Counsel actively engaged in this litigation since it was initially filed. Prior to the filing and continuing over the duration of this case, Class Counsel conducted a thorough investigation of the factual and legal issues. Using the information obtained, Class Counsel determined: (1) Class Members' average hourly rates of pay; (2) number of current and former Class Members employed during the Class Period; (3) number of Class Members employed during the PAGA Period; (4) number of shifts worked by Class Members during the Class Period; (5) number of hours worked during shifts; (6) number, length, and timing of breaks taken; and (7) number of workweeks and pay periods within the Class Period and PAGA Period.[8]

Class Counsel analyzed documents produced and interviewed putative class members. The information obtained provided a critical understanding of the nature of the work performed by the Class Members and the policies, practices, and procedures in place. The information was also used in analyzing liability and damages in connection with all phases of the litigation and mediation process, including the strengths and weaknesses of the claims and defenses.[9]

The Parties participated in mediation. Under the auspices of the mediator, the Parties reached global a settlement. At all times, the negotiations were adversarial and non-collusive.[10]

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[8] (Declaration of Douglas Han in Support of Motion for Final Approval of Class Action Settlement ("Han Decl."), ¶ 4.)

[9] (*Id.* at ¶¶ 5, 6.)

[10] (*Id.* at ¶ 7.)

B. The Risks in Continued Litigation Favor Final Approval of the Settlement.

The Settlement Agreement represents a reasonable resolution of this case given the risks inherent in continuing litigation. Defendants argued that the Class Members' claims were too disparate for adjudication on a class-wide basis and indicated that it would have opposed any motion for class certification. Conversely, Defendants also faced risks if the Court had certified the case and allowed a jury to decide on the claims.

If this case ended up settling after further litigation, the settlement amount would have been severely reduced by additional costs. In contrast, the Settlement Agreement provides immediate benefits for the Participating Class Members without the need for undertaking the additional risk and expense of going to trial. Thus, the risk and expense of litigation outweighed any benefit that might have been gained.

The Individual Class Payments also represent a reasonable recovery for a Class seeking varying amounts. It would be inefficient for a class of current and former employees to bring individual actions to recover from Defendants. The potential recovery of each individual Class Member might not be high enough to provide them with the incentive to sue individually.

C. The Settlement is Fair, Reasonable, and Adequate.

The Settlement was calculated using information and data uncovered through discovery, case investigation, exchange of information prior to and during mediation, and interviewing putative class members. The Settlement also considers the potential risks and rewards inherent in this case, which convinced Class Counsel to settle instead of going down the unpredictable trial route. After deducting the above-mentioned payments from the Gross Settlement Amount, the Participating Class Members will receive $476,118.94 as the Net Settlement Amount.[11]

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[11] (Soto-Najera Decl., *supra*, at ¶ 14.)

At the final approval stage, "[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." (*In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-430.) Class Counsel believe that the Settlement Agreement is fair, reasonable, and in the best interest of the Class Members.[12] While the recommendations of Class Counsel are not conclusive, the Court can consider such recommendations if they are competent, have experience with this type of litigation, and significant discovery and investigation have been completed. (Conte & Newberg, *Newberg on Class Actions*, § 11.47 (4th Ed).)

D. The Class Was Represented by Competent Counsel.

Class Counsel have extensive experience in wage-and-hour class action lawsuits. Class Counsel have been appointed as class counsel in numerous employment class action cases and have recovered millions of dollars for California employees. The Parties' counsel used their experience to negotiate a fair settlement.[13]

E. There Are No Objections to the Settlement.

The Settlement was well received by the Class because no objections were submitted.[14] California courts have found a small number of objectors indicates the class's support for a settlement and strongly favors final approval. (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at pp. 250-251 (final approval granted despite 20 objectors); *7-Eleven Owners for Fair Franchising v. Southland Corp.*, *supra*, 85 Cal.App.4th at pp. 1152-1153 (final approval granted despite 9 objectors).) Accordingly, the Settlement is presumed to be fair, reasonable, and adequate. (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802.)

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12 (Han Decl., *supra*, at ¶ 25.)

13 (Han Decl., *supra*, at ¶¶ 15-21; Exhibit 4.)

14 (Soto-Najera Decl., *supra*, at ¶ 11.)

VI. THE CLASS COUNSEL FEES PAYMENT SHOULD BE APPROVED.

A. Legal Standard for Attorneys' Fees in a Class Action Settlement

Where the amount of a settlement is a "certain easily calculable sum of money," California courts may calculate attorneys' fees as a reasonable percentage of the settlement created. (Weil and Brown, California Practice Guide, *Civil Procedure Before Trial*, Chapter 14, section 14:145; *Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1808.) The ultimate goal is the award of a "reasonable" fee to compensate counsel for their efforts, irrespective of the method of calculation. (*Apple Computer, Inc. v. Superior Court* (2005) 126 Cal.App.4th 1253, 1270; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-558.)

Courts have "wide latitude" in assessing the value of attorneys' fees, and their decisions will "'not be disturbed on appeal absent a manifest abuse of discretion.'" (*Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132 (The "experienced trial judge is the best judge of the value of professional services rendered in his court[.]"); *Cellphone Termination Fee Case*s (2009) 180 Cal.App.4th 1110, 1118.) California law provides attorneys' fees awards should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable litigation based on the result achieved and risk incurred. (*Lealao*, at pp. 47, 50.) Fee awards too small will "chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims." (*Id.* at p. 53.) Thus, fees in representative actions should consider the probable terms of contingent fee contracts negotiated. (*Id*. at p. 48.) The percentage-of-the-benefit approach is preferred in such cases because "it better approximates the workings of the marketplace than the lodestar approach." (*Id.* at p. 49.)

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B. A Fee Award of a Percentage of the Entire Fund is Appropriate

California and federal courts recognize an appropriate method for determining the award of attorneys' fees is based on a percentage of the total value of benefits afforded. (*Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Graulty* (1989) 886 F.2d 268, 272; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34.)[15] The purpose of this equitable doctrine is to spread litigation costs proportionally among all the beneficiaries. (*Vincent*, at p. 769.) The Common Fund Doctrine provides when a litigant's efforts create a fund where others derive benefits, the litigant may require the passive beneficiaries to compensate those who created the fund. (R. Pearle, California Attorney Fee Awards (CEB, 1993) § 7A, p. 5-7 (noting that the common fund exception is an equitable doctrine, permitting attorneys' fees and costs to be paid out of the fund or directly on behalf of the other parties enjoying the benefit).) State and federal courts have embraced this doctrine. (*Serrano*, at p. 35; *Crampton v. Takegoshi* (1993) 17 Cal.App.4th 308, 317; *Vincent v. Hughes Air West, Inc.*, *supra*, 557 F.2d at p. 769.) The Court has even affirmed the percentage of the common fund method as a proper measure of attorneys' fees. (*Laffitte v. Robert Half Internat., Inc.* (2016) 1 Cal.5th 480.)

Compensating class counsel in class litigation on a percentage basis makes good sense. This is because it: (1) is consistent with the private marketplace where contingent fee attorneys are customarily compensated on such a basis; (2) aligns the interests of class counsel and absent class members; and (3) encourages the most efficient and expeditious resolution of the litigation by providing an incentive for early, yet reasonable, settlement. The percentage method is also consistent with the practice in the private marketplace where contingent fee attorneys typically negotiate percentage fee arrangements. One way to show the value of counsel's work to the class is to review the consideration agreed to be paid. Plaintiffs agreed to a contingency fee of thirty-eight percent (38%) of the recovery, which is greater than the amount requested herein.[16]

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[15] California Supreme Court urged courts to follow class action federal authority. (*Green v. Obledo* (1981) 29 Cal.3d 126, 146; *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.)

[16] (Han Decl., *supra*, at ¶ 24.)

Pursuant to the Settlement, the Participating Class Members will derive a significant cash benefit. Defendants will pay a Gross Settlement Amount of $942,000 from which a Net Settlement Amount of about $476,118.94 will be allocated to the Participating Class Members.[17] The Class Counsel Fees Payment for Class Counsel's successful prosecution and resolution of this matter is appropriate and reasonable under the percentage approach.

C. The Class Counsel Fees Payment Is Within the Range of Fees Approved in Comparable Common Fund Cases

When assessing an appropriate fee based on a percentage of the fund, "the test is not the maximum amount plaintiffs might have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the circumstances." (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 250.)

Several studies of class action fee awards have found the median common fund fee award is one-third (1/3) of the total settlement fund. (See e.g. *Chavez v. Netflix, Inc.*, *supra*, 162 Cal.App.4th at p. 66, n.11 (numerous studies have shown that "fee awards in class actions average around one-third of the recovery."); Reagan W. Silber and Frank E. Goodrich, Common Funds and Common Problems: Fee Objections and Class Counsel's Response, 17 Rev. Litig. 525, 546; T. Willging, L. Hooper and R. Niemic, Empirical Study of Class Actions in Four Federal District Courts: Final Report to the Advisory Committee on Civil Rules, 90 (1996) (finding that attorneys' fees in class litigation "were generally in the traditional range of approximately one-third of the total settlement").)

The Class Counsel Fees Payment falls in the mid-range of percentage class fee awards and constitutes fair compensation for Class Counsel's efforts and results achieved for the Class. Considering the results obtained, risks undertaken, difficulty of litigation, skill displayed, and quality of work (detailed below), the Class Counsel Fees Payment is fair and reasonable.[18]

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17 (Soto-Najera Decl., *supra*, at ¶ 14.)

18 (Han Decl., *supra*, at ¶¶ 8, 9.)

The Class Counsel Fees Payment is in line with the awards in similar cases in California and nationwide and is consistent with the market rates. Class Counsel have also routinely been awarded at least thirty-five percent (35%) fee requests or more in similar class action and representative matters throughout California.[19]

D. The Class Counsel Fees Payment Is Reasonable Based on the Factors Considered in the Determination of Fee Awards.

In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve factors in determining if a fee award is reasonable in a common fund case: (1) time and labor; (2) novelty and difficulty of the questions; (3) skill requisite to perform the legal services; (4) preclusion of other employment; (5) customary fee; (6) whether fee is fixed or contingent; (7) time limitation imposed; (8) amount involved and results obtained; (9) experience, reputation and ability of the attorney; (10) undesirability of case; (11) nature and length of the professional relationship; and (12) awards in similar cases.[20] (*Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772.) The court in *Camden* noted "[t]he analysis in a common fund case focuses not on the plaintiffs' position as 'prevailing parties,' but on a showing that the fund conferring a benefit on the class resulted from their efforts" and thus in common fund cases "the monetary results achieved predominate over all other criteria." (*Id.* at p. 774 (Citing H. Newberg, *Attorney Fee Awards* (1986) § 2.06 at 40-41).)

1. The Results Obtained

The results attorneys obtain for their clients are an important factor when determining the reasonableness of a percentage-based fee. (*Laffitte v. Robert Half Internat., Inc.*, *supra*, 1 Cal.5th at p. 489.) Law firms that obtain exceptional results for their clients can and do expect those results to be reflected in their fees.

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[19] (*Id.* at ¶ 14.)

[20] These are the factors based on which the lodestar is enhanced. (*Cates v. Chiang* (2013) 213 Cal.App.4th 791, 822.)

The results obtained in this matter are reasonable as Class Counsel secured a settlement without the need for extended litigation. If the case had proceeded to trial, there was no certainty of either party prevailing. Even if the Parties had reached a similar settlement during later stages, it would have been significantly undercut and offset by the additional expenses incurred. In other words, by avoiding the uncertainties associated with trial and class certification, Class Counsel achieved these results more efficiently than if the matter had been litigated to its final resolution. Under California law, this factor also supports the attorneys' fees. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 51.) By extension, the reasonableness of the results obtained is supported by there being no objections to and one (1) request for exclusion.[21]

Finally, the Settlement is an all-in settlement, not a claims-made settlement. This means that the benefits to the Class are recoverable without requiring the Class Members to make a claim for them (submit a claim form to the Administrator). (*Hopkins v. Stryker Sales Corp.*, No. 11-cv-02786, 2013 WL 496358, at *2 (N.D. Cal. Feb. 6, 2013) (highlighting that class members will not have to submit claim forms to recover their share of the settlement).)

2. The Risks Taken

Whether or not representation is provided on a contingency basis is an important factor:

> A contingent fee must be higher than a fee for the same legal services paid as they are performed [and] […] compensates the lawyer not only for the legal services he renders but for the loan of those services. A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases.

(*Cates v. Chiang*, *supra*, 213 Cal.App.4th at p. 823.)

Plaintiffs executed a contingent fee agreement. This meant that no recovery for the Class would have equated no compensation for Class Counsel for 448.1 hours worked and $21,181.06 in litigation costs incurred. Thus, undertaking this case presented a risk to Class Counsel.[22]

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21 (Soto-Najera Decl., *supra*, at ¶¶ 11, 12, 15.)

22 (Han Decl., *supra*, at ¶¶ 10, 23.)

If attorneys assume a significant financial risk for their clients, they have the right to expect greater compensation. Attorneys being paid on an hourly basis as opposed to being paid on a contingent basis are assuming less risks. (See e.g. *Ketchum v. Moses*, *supra*, 24 Cal.4th at pp. 1132-1133.) In other words, the contingent risks undertaken by attorneys are also a significant factor when determining the percentage of the settlement fund to devote to attorneys' fees. (See e.g. *Laffitte v. Robert Half Internat., Inc.*, *supra*, 1 Cal.5th at p. 504 (noting that trial court had carefully considered risks and contingency involved in awarding 33 and 1/3% fee); *Allapattah Servs. Inc. v. Exxon Corp.* (S.D. Fla. 2006) 454 F.Supp.2d 1185, 2004-2005 ("Factors indicating 'exceptional success' include success achieved under unusually difficult or risky circumstances and the size of plaintiffs' recovery").)

Finally, Class Counsel encountered factors that made this case difficult, thereby contributing to the risks undertaken. These factors included: (1) difficulties in pinning down job responsibilities, wages paid, and breaks taken; (2) myriads of documents that had to be reviewed and analyzed for mediation; (3) shifting wage-and-hour laws overlaid by risks of class certification being denied; (4) litigating two (2) lawsuits before consolidating them following the settlement; (5) Defendant conducting its business in different locations; and (6) Defendants' initial resistance to the relief requested.[23]

3. The Difficulty of the Litigation

The unsettled nature of the law, number of claims to be litigated, factual complexities, and many other issues made this case complex and difficult. Class Counsel overcame these difficulties by obtaining a settlement that is fair, adequate, and reasonable. Class Counsel obtaining a reasonable settlement despite these roadblocks speaks volumes of their skill and experience. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 42 (counsel's "special skill and experience of counsel" is a relevant factor when determining fee award).)

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[23] (Han Decl., *supra*, at ¶ 8.)

This was not a clear-cut case because Class Counsel had to overcome several obstacles. These setbacks ranged from determining the scope of the Class, determining commonality amongst the Class Members, litigating two (2) lawsuits before consolidating them, reviewing a multitude of documents, etc. Due to the difficulties of this case, Class Counsel devoted many hours to this matter. The Task & Time Chart comprehensively sets forth these hours, allocating the total time to the tasks required to successfully conclude this matter. This work commenced with pre-filing case analysis and research and continued through work for final approval.[24]

4. The Skill Displayed and Quality of Work

The level of skill displayed and excellent quality of work produced justify the Class Counsel Fees Payment. As set forth in the Declaration of Douglas Han, Class Counsel are skilled and experienced class action litigators who have used this experience to litigate this case to a successful resolution without the need for costly and lengthy litigation.

The skill required to effectively litigate this case is demonstrated by the actions taken by Class Counsel to reach a reasonable resolution. This overlaps with previous discussions, including the notable achievement of a substantial settlement despite numerous obstacles. The skills displayed and quality of work of Class Counsel are evident in their commitment to undertaking arduous and time-consuming tasks, such as locating and interviewing numerous potential class members and litigating two (2) lawsuits before consolidating them. These efforts aided Class Counsel in identifying commonalities among the Class Members, determining the frequency and extent of the alleged day-to-day violations, and accurately calculating potential damages for mediation purposes. This was a complex task given the variety of job titles, job responsibilities, and documents that needed to be reviewed.

Class Counsel's accumulated skill and expertise contributed to the settlement in this case. Under California law, this factor (skills and quality of work displayed) supports the attorneys' fees. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 51.)

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[24] (*Id.* at ¶ 10; Exhibit 1.)

E. The Lodestar Methodology Justifies Approval of the Requested Fees.

While the percentage-of-the-benefit approach is endorsed as a better approximation, courts may choose to use the lodestar method to "cross-check" requested attorneys' fees. A court tasked with cross-checking a percentage-based fee considers the reasonableness of the lodestar figure, which is the time spent multiplied by the reasonable hourly compensation of the attorneys involved. (*Serrano v. Priest*, *supra*, 20 Cal.3d at p. 48.) Afterwards, the court may enhance (or multiply) that figure after considering factors like the novelty and complexity of the issues, skill and expertise of counsel, the extent that the litigation precluded other employment, and risks involved. (*Id.* at p. 49.)

Class Counsel's hourly rates utilized in the lodestar cross-check are within the range of those charged by comparably qualified attorneys for similar work throughout California. Class Counsel's hourly rates are supported by the 2022 Real Rate Report compiled by Wolters Kluwer that surveyed the hourly rates charged in 2022 by hundreds of attorneys in California. By extension, Class Counsel's hourly rates are in line with the Laffey Matrix.[25]

As evidenced in the Task & Time Chart, the total number of hours worked by Class Counsel is 448.1 hours, leading to a base lodestar fees calculation of $339,240. When cross-checked with the Class Counsel Fees Payment, it results in a negative multiplier of 0.97.[26]

1. Class Counsel Performed Work for a Reasonable Number of Hours.

In California, counsel is entitled to compensation for every hour reasonably spent on the matter. (*Ketchum v. Moses*, *supra*, 24 Cal.4th at p. 1133.) Reasonableness is assessed by "the entire course of the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]" (*Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.)

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[25] (Han Decl., *supra*, at ¶¶ 11, 12; Exhibits 2, 3.)

[26] (*Id.* at ¶¶ 10, 11, 13; Exhibit 1.)

This matter required a significant amount of time and labor. Defendants disputed all claims alleged and disputed that this case was appropriate for class certification. This case involved gathering and analyzing data in addition to locating and interviewing putative class members. In other words, the handling of this matter involved a significant amount of time and effort and required a high level of skill. While Class Counsel was gearing up for battle, they undertook intense preparation to resolve this matter via mediation. These preparations that Class Counsel undertook included obtaining additional information from putative class members, gathering and reviewing a myriad of documents, calculating potential damages for mediation purposes, finding commonality amongst the Class Members, etc.

2. The Hourly Rates are Reasonable.

Class Counsel's hourly rates are well within the range of rates charged by comparably qualified attorneys in the Los Angeles County area and the legal profession for similar complex work. By extension, Class Counsel's hourly rates are in line with the Laffey Matrix.[27] Class Counsel's hourly rates are also reasonable for the following reasons: (1) several courts in California have awarded Class Counsel fees at similar rates; (2) comparable hourly rates for similar services have been deemed reasonable in several cases in California; and (3) surveys of legal rates have supported Class Counsel's hourly rates. This shows that Class Counsel's hourly rates used for the lodestar calculation are well within the range of non-contingent rates charged by comparable attorneys performing similar work in California.

Furthermore, the California Supreme Court has ruled that an attorney fee award higher than the actual fees incurred is proper in contingency cases:

> "'[A] contingent fee contract, since it involves a gamble on the result, may properly provide for a larger compensation than would otherwise be reasonable.'" The purpose of a fee enhancement, or so-called multiplier, for contingent risk is to bring the financial incentives for attorneys … into line with incentives they have to undertake claims for which they are paid on a fee-for-services basis.

(*Ketchum v. Moses*, *supra*, 24 Cal.4th at p. 1132.)

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[27] (Han Decl., *supra*, at ¶¶ 11, 12; Exhibits 2, 3.)

Moreover, the California Supreme Court added:

> The economic rationale for fee enhancement in contingency cases has been explained as follows: "A contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services. The implicit interest rate on such a loan is higher because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans."

(*Ketchum v. Moses*, *supra*, 24 Cal.4th at pp. 1132-1133.)

Finally, "[F]ee enhancements are intended to compensate for the risk of loss generally in contingency cases *as a class*." (*Ketchum v. Moses*, *supra*, 24 Cal.4th at p. 1133.)

VII. COSTS TO BE REIMBURSED TO CLASS COUNSEL ARE FAIR AND REASONABLE.

The Settlement authorizes reimbursement of costs and expenses up to $25,000. The actual litigation costs and expenses incurred total $21,181.06, which were reasonable and necessary. Class Counsel request reimbursement of the above-mentioned costs and expenses.[28]

VIII. PAYMENT TO THE ADMINISTRATOR IS FAIR AND REASONABLE.

The total cost for the administration of the notice and settlement process in this case is $20,000. The costs incurred included performing various duties pursuant to the administration process. The Court should grant final approval of the Administration Expenses Payment.[29]

IX. CLASS REPRESENTATIVE SERVICE PAYMENT IS FAIR AND REASONABLE.

The Settlement Agreement provides for the payment of the Class Representative Service Payment of $10,000 to each Plaintiff (totaling $25,000) for the time and effort serving as class representatives.[30] Such enhancement payments are both common and reasonable. (*Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving $50,000 participation award to a single class representative).) The criteria courts may consider include the: (1) risk to the class representatives in commencing suit, both financial and otherwise; (2) notoriety and

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[28] (Han Decl., *supra*, at ¶ 23, Exhibit 5; Settlement Agreement, *supra*, at § C(2)(a).)

[29] (Soto-Najera Decl., *supra*, at ¶¶ 3, 17; Settlement Agreement, *supra*, at § G.)

[30] (Settlement Agreement, *supra*, at § C(2)(b).)

personal difficulties encountered by class representatives; (3) amount of time and effort spent by the class representatives; (4) duration of the litigation; and (5) personal benefit (or lack thereof) enjoyed by the class representatives because of the litigation. (*Ibid.*)

Plaintiffs spent a substantial amount of time and effort in locating and producing relevant documents and past employment records, reviewing relevant documents alongside Class Counsel, and providing facts and evidence necessary to prove the allegations. Plaintiffs were available whenever needed by Class Counsel and actively tried to obtain and provide as much information as possible. In addition, Plaintiffs spent numerous hours speaking with Class Counsel about the claims, discussing their work experiences and work environment, helping Class Counsel develop a strategy to obtain additional documents, aiding Class Counsel in determining the importance of documents produced, and reviewing the operative complaints, and Settlement Agreement (and exhibit). Plaintiffs even prepared for and made themselves available all day to participate in and assist with mediation.[31]

Plaintiffs were advised of and accepted the risks and sacrifices associated with serving as the class representatives (*e.g.*, providing a broader release, risking an adverse judgment for attorneys' fees and costs, losing a potential source of income). Plaintiffs are also not related to anyone associated with Class Counsel, have not entered into any undisclosed agreements, and have not received undisclosed compensation. Accordingly, Plaintiffs elected to serve as the class representatives to their own detriment and should be properly compensated.[32]

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[31] (Han Decl., *supra*, at ¶ 22; Declaration of Anna Tovar In Support of Motion For Final Approval of Class Action Settlement ("Tovar Decl."), ¶¶ 6-10; Declaration of Gary Machado In Support of Motion For Final Approval of Class Action Settlement ("Machado Decl."), ¶¶ 6-10.)

[32] (Han Decl., *supra*, at ¶ 22; Tovar Decl., *supra*, at ¶¶ 11-14; Machado Decl., *supra*, at ¶¶ 11-14.)

X. CONCLUSION

Plaintiffs request that the Court grant final approval of the Settlement Agreement. Plaintiffs further request that the Court enter final judgment and retain continuing jurisdiction over the enforcement and administration of the Settlement.

Dated: September 8, 2025

JUSTICE LAW CORPORATION

By: ______________________
Douglas Han
Attorneys for Plaintiffs

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On September 8, 2025, I served the foregoing document described as

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

for the following case:	**Anna Tovar, et al. v. Golden Bear Pt Partners, LLC, et al.**
LWDA/Court Case No.:	**LWDA Case No.: CM-1036588-24** **Court Case No.: CV-24-007273** **[Consolidated with Case No. CV-24-007277]** **Stanislaus County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 8, 2025, at Pasadena, California.

Christina Castro