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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

SARAH ROBERTS-COOPER, as an individual and on behalf of all others similarly situated, Plaintiff, vs. RISE LUXURY REHAB, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No.: 2024CUOE033989 [Assigned to the Hon. Charmaine H. Buehner, Dept. 44] **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT** Date: July 29, 2026 Time: 1:30 p.m. Dept.: 44 Action Filed: December 4, 2024 Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on July 29, 2026, at 1:30 p.m., or as soon thereafter as the matter may be heard, before the Honorable Charmaine H. Buehner, judge presiding, in Department 44 of the above referenced Court, located at 800 South Victoria Avenue Ventura, CA 93009, Plaintiff Sarah Roberts-Cooper ("Plaintiff") will and hereby moves this Court for an Order:

1. Granting final approval to the Joint Stipulation of Class and Representative Action Settlement and the Amendment to Joint Stipulation of Class and Representative Action Settlement (together, the "Agreement" or "Settlement Agreement");

2. Approving the Gross Settlement Amount of $250,000.00;

3. Approving distribution of the Net Settlement Amount to Participating Class Members, pursuant to the terms of the Agreement;

4. Approving Plaintiff's individual request for a Class Representative Enhancement Payment in the amount $5,000.00, pursuant to the terms of the Agreement;

5. Approving Plaintiff's request for an award of attorneys' fees in the amount of $83,333.33 (*i.e.* one-third of the Gross Settlement Amount), and reimbursement of actual litigation costs in the amount of $14,056.67, pursuant to the terms of the Agreement;

6. Approving Plaintiff's request for payment of the Settlement Administration Costs to CPT Group, Inc. in the amount of $8,500.00 pursuant to the terms of the Agreement; and

7. Entering final judgment as to all members of the Class in this action.

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 purported class action and allows the Court to grant final certification of a class for settlement purposes. The basis for this unopposed Motion 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. In light of the overwhelmingly positive response, as shown by the lack of objections and disputes to the settlement and a single opt out, resulting in **99.34%** of Class Members participating in the settlement, there is no question that the settlement is fair, reasonable, and adequate and thus should be granted final approval.

This Motion will be based on the attached Memorandum of Points and Authorities, the Settlement Agreement and the proposed Notice, and the supporting Declarations of Kristen M. Agnew, Mai Tulyathan, Elwina Grigoryan, Nick Galadzhyan, Plaintiff Sarah Roberts-Cooper, and Jennifer Forst of CPT Group, Inc., upon the oral arguments of counsel (should there be any), and on the complete records and file herein.

DATED: July 7, 2026

DIVERSITY LAW GROUP, P.C.

By:______________________________

Kristen M. Agnew
Mai Tulyathan
Attorneys for Plaintiff, the Class, and Aggrieved Employees

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Sarah Roberts-Cooper ("Plaintiff" or "Class Representative") seeks final approval of the Joint Stipulation of Class and Representative Action Settlement and the Amendment to Joint Stipulation of Class and Representative Action Settlement (together, the "Agreement" or "Settlement Agreement") with Defendant Rise Luxury Rehab, LLC and Ascentions Treatment Center, LLC (collectively "Defendants"). Plaintiff also seeks an order approving Class Counsel's request for attorneys' fees in the amount of $83,333.33 (one-third of the "Gross Settlement Amount" of $250,000), reimbursement of actual litigation costs in the amount of $14,056.67, and Plaintiff's request for Class Representative Enhancement Payment in the amount of $5,000.00. These requests were set forth in the Notice of Class Action Settlement ("Class Notice") mailed to all Class Members.

On April 2, 2026, the Court entered an Order Granting Preliminary Approval of Class and Representative Action Settlement ("Preliminary Approval Order"). The Parties now seek final approval. The Settlement is non-reversionary, with no funds reverting to Defendants, and does not require a claims process. Class Members were given an opportunity to object or opt-out of the Settlement. To date, there has been only one (1) opt out and no objections. *See* Declaration of Jennifer Forst ("CPT Decl.") ¶¶ 12-14. This reflects an overwhelmingly favorable response, with a 99.34% participation rate and no objections from the Class. *See id.* at ¶ 14. Further, all Court ordered notice procedures have been completed. Accordingly, Plaintiff respectfully requests that final approval be granted in its entirety.

II. LITIGATION HISTORY

This action arises from alleged wage and hour violations by Rise Luxury Rehab, LLC ("Rise Luxusry") and Ascentions Treatment Center, LLC ("Ascentions") (collectively, "Defendants").

On September 26, 2024, Plaintiff submitted a PAGA notice to the Labor & Workforce Development Agency alleging that Rise Luxury engaged in policies and practices that resulted in violations of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1. *See* Declaration of Kristen M. Agnew ("Agnew Decl.") ¶ 5. Shortly thereafter, Plaintiff submitted an amended notice to the LWDA for the purpose of correcting Rise Luxury's address. *See id.* On

December 4, 2024, Plaintiff initiated this Action in Ventura County Superior Court. *See id.* at ¶ 6. In the initial complaint, Plaintiff asserted class and representative PAGA claims against Rise Luxury based on the alleged Labor Code violations set forth in the PAGA notice. *See id.*

On April 21, 2025, Plaintiff submitted a supplemental PAGA notice to the LWDA alleging that Rise Luxury also violated Labor Code §§ 226, 1174, and 1174.5. *See* Agnew Decl. ¶ 8, Ex. B.

The Parties agreed to participate in early private mediation. *See* Agnew Decl. ¶ 9. In advance of mediation, Defendants provided Class Counsel with the number of Class Members who were employed during the period of December 20, 2020 through July 17, 2025, the number of separated Class Members, and the number of Aggrieved Employees who were employed during the period of December 20, 2020 through July 17, 2025. *See id.* Defendant also produced a 25% sample of time and payroll records for Aggrieved Employees, wage statements, and handbook and policy documents. *See id.* Class Counsel retained an expert to analyze the sample time and payroll records and run any extrapolation. *See id.*

On July 17, 2025, the Parties participated in a full-day mediation with the Hon. Lisa Cole (Ret.). *See* Agnew Decl. ¶ 10. As a result of the mediation, the Parties reached the present class and PAGA settlement. *See id.* The negotiations were conducted at arm's length. *See id.*

To effectuate the Settlement, on August 22, 2025, Plaintiff filed a second supplemental PAGA notice with the LWDA, naming Ascentions as an additional employer and adding a claim for violation of Labor Code § 2802. *See* Agnew Decl. ¶ 11. Additionally, on September 17, 2025, Plaintiff filed the operative First Amended Class and Representative Action Complaint (the "FAC"). *See id*. The FAC adds Ascentions as a named defendant, amends the sixth cause of action to include PAGA penalties predicated on an alleged violation of Labor Code § 2802, and adds a seventh cause of action for violation of Labor Code § 2802. *See id*.

III. <u>SUMMARY OF THE PROPOSED SETTLEMENT</u>

The Settlement terms were summarized in detail in the Motion for Preliminary Approval, and Plaintiff respectfully incorporates those arguments herein so as to avoid unnecessary duplication. The specific terms of the settlement are set forth in the Settlement Agreement and Class Notice. The principal terms are set forth below.

A. The Participating Class Members.

The Participating Class Members consist of "all current and former hourly non-exempt employees, excluding practitioners and therapists, who worked for Defendants in California at any time during the Class Period (December 4, 2020, through August 17, 2025)" who did not submit a Request for Exclusion. *See* Settlement Agreement ("SA") §§ A.4, A.27. There are 151 Participating Class Members. *See* CPT Group. Decl. ¶ 14.

B. The Scope of the Released Claims

In response to the Court's comments regarding the scope of the Released Class Claims, the Parties entered into an Amendment to the Joint Stipulation of Class and Representative Action Settlement ("Amendment"), which removes references to Labor Code sections 1174, and 1174.5, 12 C.C.R. § 11040, 8 C.C.R. § 11060, and claims under "the California common law" from the definition of "Released Class Claims". *See* Agnew Decl. ¶¶ 4, 16, Ex. A.[1] As reflected in the Amendment, the Participating Class Members are releasing the Released Parties from the following "Released Class Claims":

> All claims pled in the Action or which could have reasonably been alleged based on the factual allegations in the Operative Complaint and the Plaintiff's PAGA notices to the LWDA, which arose during the Class Period. The Released Class Claims include, but are not limited to claims arising under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 2802, and 2698, and the California Business and Professions Code section 17200, et seq. The Releases Class Claims include, but are not limited to, all of the following claims for relief: (a) failure to pay all minimum wages and overtime wages due; (b) failure to provide meal periods, or provide premium pay in lieu thereof; (c) failure to permit rest periods, or provide premium pay in lieu thereof; (d) failure to provide accurate itemized wage statements; (e) waiting time penalties; (f) failure to reimburse necessary business-related costs; and (h) unfair business practices. No claims outside the Class Period are released by this Agreement.

See SA § A.30. Additionally, Aggrieved Employees are releasing the Released Parties from the following claims "Released PAGA Claims":

> All claims for penalties under the Private Attorneys General Act of

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[1] The Amendment also modifies Section C.41 of the Settlement Agreement to reference Code of Civil Procedure section 664.6 regarding the Court's continuing jurisdiction. *See* Agnew Decl., Ex. A.

> 2004 that were pled in the Action, or which could have reasonably been alleged based on the factual allegations in the Operative Complaint and Plaintiff's PAGA notices to the LWDA, which arose during the PAGA Period. The Released PAGA Claims include, but are not limited to claims arising under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1 and 2802. The Released PAGA Claims are expressly limited to claims arising during the PAGA Period.

See id. at § A.31.

C. Monetary Relief to Participating Class Members and the Aggrieved Employees.

The Settlement provides for a non-reversionary Gross Settlement Amount of $250,000.00. *See* SA §§ A.18, C.1. Based on the calculations set forth below, the Net Settlement of $114,110.00 will be available for distribution to Participating Class Members:

Gross Settlement Amount	**$250,000.00**
Less Attorneys' Fees (Requested)	- $83,333.33
Less Attorneys' Expenses (Requested)	- $14,056.67
Less Class Representative Enhancement Payment (Requested)	- $5,000.00
Less PAGA Payment	- $25,000.00
Less Settlement Administration Costs	- $8,500.00
Remaining Net Settlement Amount	**$114,110.00**

See Declaration of Jennifer Forst ("CPT Decl.") ¶ 15. Participating Class Members will be entitled to receive a portion of the Net Settlement Amount on a pro rata basis, based upon the total number of workweeks each Participating Class Member worked during the Class Period. *See* SA § C.7. Prior to the deduction of employee-side state and federal taxes, on average, each Participating Class Member will receive a payment of approximately $755.70. *See* CPT Decl. ¶ 16. The highest individual settlement payment to be paid will be approximately $4,037.26. *See id.*

The Settlement allocates $25,000.00 of the Gross Settlement Amount to PAGA penalties ("PAGA Payment"). *See* SA § C.6. Consistent with the requirements of PAGA, sixty-five percent of the PAGA Payment ($16,250.00) will be paid to the LWDA. *See id*. The remaining thirty-five percent ($8,750.00) will be distributed to Aggrieved Employees. *See id.* The highest Individual PAGA Payment to be paid is approximately $253.48, and the average Individual PAGA Payment to be paid is approximately $84.95. *See* CPT Decl. ¶ 17.

D. The Class Representative Enhancement Payment to the Class Representative.

Plaintiff requests the payment of a Class Representative Enhancement Payment in the amount of $5,000.00 to the Class Representative. *See* SA § C.4. This amount is intended to compensate Plaintiff for her effort and work in prosecuting this case. The propriety of the requested Class Representative Enhancement Payment is discussed in greater detail below.

E. Attorneys' Fees and Costs.

Class Counsel applies for an award of attorneys' fees in the amount of one-third (1/3) of the Gross Settlement Amount or $83,333.33 and declared litigation costs in the amount of $14,056.67 that were incurred in connection with the prosecution of this Action. *See* SA § C.3. Although the Court preliminarily assessed a fee award at 25% of the Gross Settlement Amount based on the information then before it, the Court expressly contemplated in the Preliminary Approval Order that Plaintiff could request a fee award of one-third of the Gross Settlement Amount, upon presenting additional evidence in support of the fee request at final approval. As such, the supporting information of the requested fees, including the lodestar cross-check, and supporting information on costs are discussed in greater detail below.

Class Members were advised of Class Counsel's request for attorneys' fees and costs and Plaintiff's request for a Class Representative Enhancement Payment, as well as their right to object to those requests. *See* CPT Decl. ¶ 4, Ex. A. No Class Member objected to either request. *Id*. at ¶ 12.

F. Settlement Administration Costs.

The Court preliminarily approved CPT Group, Inc. ("CPT Group") to serve as the Settlement Administrator. Plaintiff seeks approval of the Settlement Administrator's fees in the amount of $8,500.00. *See* CPT Group. Decl. ¶ 18, Ex. B.

IV. <u>CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE SETTLEMENT</u>

The notice procedures required by the Preliminary Approval Order have been followed and satisfy all due process rights of Class Members. As stated in the CPT Declaration, notice was provided to all Class Members.

On May 19, 2026, the Settlement Administrator received a Class List from Defendants containing each Class Member's name, last known address, hire date, termination date(s), Social Security number, Class workweeks and PAGA pay periods. *See* CPT Decl. ¶ 5. The Class List included 152 Class Members, of which 103 are also Aggrieved Employees. *See id.*

On May 26, 2026, the Settlement Administrator mailed the Class Notice by U.S. first-class mail to all 152 Class Members.[2] *See* CPT Decl. ¶ 7. The Class Notice provided contact information for Class Counsel and the Settlement Administrator and advised Class Members how to obtain additional information regarding the Settlement, review pleadings, ask questions, and update their mailing address. *See id.*, Ex. A. Prior to mailing the Class Notice, the Settlement Administrator conducted a National Change of Address (NCOA) search to correct and/or update the Class List in case of any address changes. *See id*.

Fifteen Class Notices were returned as undeliverable. *See* CPT Decl. ¶ 9. The Settlement Administrator then performed skip-tracing and remailed the Class Notice to seven Class Members. *See id*. at ¶¶ 9-10. To date, eight Class Notices remain undeliverable, with no forwarding address and no updated mailing address located through skip-tracing. *See id.*

The provision of sending the 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 Phillips Petroleum Co. v. Shutts,* 472 U.S. 797, 811-12 (1985) (provision of "best notice practicable" with description of the litigation and explanation of opt-out rights satisfies due process); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974) (individual notice must be sent to class members who can be identified through reasonable means); *Mullane v. Central Hanover Bank & Trust Co*., 339 U.S. 306, 314 (1950) (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"). Thus, the Court may determine the fairness and adequacy of the settlement and enter its Order granting final approval, secure in the knowledge that all absent Class Members have been given the opportunity to participate fully in the settlement, exclusion, and the approval process.

V. FINAL CLASS CERTIFICATION OF THE CLASS IS APPROPRIATE

To be certified, a settlement class must meet the following criteria: (1) the individuals in the

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[2] The Parties determined that a Spanish translation was not necessary for Class Members to understand the Class Notice or exercise their rights. *See* Agnew Decl. ¶17.

settlement class are so numerous that joinder would be impractical; (2) there is a commonality of interest between the plaintiff and the members of the settlement class; (3) plaintiff's claims are typical of the claims of the settlement class members; and (4) plaintiff and their counsel will fully and adequately represent the interests of the settlement class members. Code of Civ. Proc. § 328; *see also Hendershot v. Ready to Roll Transportation, Inc.,* 228 Cal.App.4th 1213, 1221 (2014). In preliminarily approving the proposed Settlement, the Court found each of these criteria to be satisfied. Insofar, as nothing has changed with respect to the Class definition or its suitability for certification, the Court should grant final class certification of the Class.

VI. <u>THE SETTLEMENT MEETS THE STANDARDS FOR FINAL APPROVAL</u>

California Code of Civil Procedure Section 382 and California Rules of Court, rule 3.769 requires that any compromise of a class action must receive Court approval. In exercising this responsibility, the Court has broad discretion to grant such approval and should do so where the proposed settlement is "fair, adequate, reasonable, and free of collusion." *Amaro v. Anaheim Arena Management*, LLC, 69 Cal.App.5th 521, 546 (2021); *Clark v. American Residential Services LLC*, 175 Cal.App.4th 785, 799 (2009); *Wershba v. Apple Computer, Inc.,* 91 Cal.App.4th 224, 244 (2001).[3] The fairness, reasonableness, and adequacy of any class action settlement depends on multiple factors, including: (1) the strength of the plaintiffs' case; (2) the risks, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class certification through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; and (7) the reaction of class members to the proposed settlement. *Dunk v. Ford Motor Co.,* 48 Cal.App.4th 1794, 1801 (1996); *Kullar v. Foot Locker Retail, Inc.,* 168 Cal.App.4th 116, 128 (2008). Here, as set forth in the Motion for Preliminary Approval and discussed below, each of these factors weighs in favor of final approval. The Settlement was reached only after substantial investigation and with the assistance of a mediator, reflects a careful assessment of litigation risks and potential recovery, and provides meaningful relief to the Class.

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[3] On order granting final approval of a class action settlement is reviewed only for clear abuse of discretion, underscoring the deference afforded to the trial court's reasoned judgment. *Dunk*, 48 Cal.App.4th at p. 1801.

Although the Court's discretion in approving a class action settlement is broad, its role is necessarily limited. Appellate Courts have repeatedly cautioned that approval of a class settlement does not permit—nor require—the Court to adjudicate the underlying merits of the dispute. *7-Eleven Owners for Fair Franchising v. Southland Corp.,* 85 Cal.App.4th 1135, 1146 (2000) ("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"); *Clark*, 175 Cal.App.4th at 803 (trial "need not reach any 'ultimate' or 'dispositive' conclusions on legal or factual issues"). Instead, the Court is charged with determining whether the settlement is free from fraud, overreaching, or collusion, and whether the agreement, viewed as a whole, is fair, reasonable, and adequate to all concerned. *Wershba*, 91 Cal.App.4th at 246. In making this determination, the Court should afford appropriate deference to what is, at bottom, a private, consensual resolution negotiated by the parties and their counsel. *Amaro*, 69 Cal.App.5th at 534; *Hanlon v. Chrysler Corp.,* 150 F.3d 1011, 1027 (9th Cir. 1998).

California courts also recognize a strong public policy favoring the voluntary settlement of class actions, particularly where, as here, the litigation is complex, costly, and protracted. *Dunk*, 48 Cal.App.4th at 1801. This policy reflects the practical reality that compromise, rather than continued litigation, often provides the most efficient and certain means of delivering relief to class members. *See Wershba*, 91 Cal.App.4th at 244.

A. The Settlement In The Case At Bar Warrants Approval And Carries A Presumption Of Fairness.

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, 48 Cal.App.4th at 1802; accord, *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980). Here, the Settlement was negotiated at arm's length during a full-day mediation with Judge Cole, a well-respected mediator. *See* Section II, *supra*; *Dunsmore v. San Diego Cnty. Sheriff's Department,* 781 F.Supp.3d 1091, 1098 (S.D. Cal., 2025) (a settlement "reached with the assistance of an experienced mediator further suggests the settlement is fair and reasonable"). Class Counsel also engaged in extensive factual investigation before settling, including the exchange informal discovery, sample employee payroll and time records, class data points, and the production of relevant policies and practices. *See* Section II, *supra*. Class Counsel also retained an expert to analyze the sample time and payroll records and run any extrapolation. *See id.* Further, Class Counsel are highly experienced in this type of litigation. As shown in the supporting declarations, Class Counsel have significant experience in class actions and employment wage and hour matters. *See* Agnew Decl. ¶¶ 21-28; Declaration of Mai Tulyathan ("Tulyathan Decl.") ¶¶ 6-11; Declaration of Elwina Grigoryan ("Grigoryan Decl.") ¶ 6-11; Declaration of Nick Galadzhyan ("Galadzhyan Decl.") ¶ 6-9.

B. The Risks, Expenses, and Complexity of Further Litigation Support Final Approval.

The risks, expense, and complexity of continued litigation strongly support final approval. *See Dyer v. Wells Fargo Bank, N.A.,* 303 F.R.D. 326, 334 (N.D. Cal. 2014) ("Difficulties and risks in litigating weigh in favor of approving a class settlement") (citation omitted); *Chun-Hoon v. McKee Foods Corp.,* 716 F.Supp.2d 848, 851 (N.D.Cal., 2010); *Hanlon*, 150 F.3d at 1026. Under *Kullar*, the Court need not determine whether Plaintiff ultimately would have prevailed on each claim, but instead must evaluate whether the settlement reflects a fair and informed compromise in light of the strengths and weaknesses of the case. 168 Cal.App.4th at 120.

As demonstrated herein, Plaintiff faced meaningful risks as to liability, class certification, damages, and ultimate recovery. Continued litigation would have required substantial additional time and expense, including further discovery, expert analysis, class certification proceedings, dispositive motion practice, trial preparation, trial, and potential post-judgment proceedings or appeals. Even if Plaintiff succeeded at one stage, Defendants would have continued to contest liability, certification, damages, penalties, and the availability of derivative relief. The Settlement represents a reasoned and informed compromise that accounts for these litigation uncertainties while securing a substantial and certain recovery for the Class. *See* Agnew Decl. ¶ 3, 9; Tulyathan Decl. ¶ 3, 4; Grigoryan Decl. ¶¶ 3, 4; Galadzhyan Decl. ¶ 3, 4.

1. The Alleged Unpaid Minimum and Overtime Wages.

Plaintiff's minimum and overtime wage claims are predicated on alleged off-the-clock work. Defendants deny that any compensable off-the-clock work occurred and contend that, even if any such time existed, it was non-compensable. In this respect Defendants contend that employees were free to engage in personal activities during the alleged time at issue.

These claims also presented significant certification risks. Defendants maintain that Plaintiff would face substantial obstacles proving the claims on a classwide basis because the alleged off-the-clock work would require individualized inquiries into each employee's tasks, timing, circumstances, and whether any particular time was actually spent performing compensable work. Such individualized issues would have created risk both at class certification and on the merits. *Koike v. Starbucks Corp.*, 378 Fed.Appx. 659, 662 (9th Cir. 2010) (affirming trial court's order denying class certification, in part, based on evidence that Starbucks trained assistant managers regarding its policy against off-the-clock work and paid assistant managers for some overtime work during the class period); *Gibbs v. TWC Admin., LLC*, 2020 WL 42770, at *5 (S.D. Cal. Jan. 3, 2020) (denying certification of off-the-clock claims where alleged violations depended on individualized supervisor practices and whether particular supervisors instructed employees to work before clocking in, such that individualized issues went to liability rather than damages). These issues presented a meaningful risk that Plaintiff would not prevail on the merits or maintain certification through trial.

2. The Alleged Unlawful Meal and Rest Periods.

Plaintiff's meal and rest period claims likewise involved substantial liability and certification risk. Defendants dispute the existence of any uniform policy or practice denying compliant meal or rest periods and maintain that employees were provided breaks consistent with *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012). Defendants further contend that any missed, late, short, or interrupted breaks resulted from employee choice or individualized circumstances, rather than from a common unlawful policy. If accepted, these arguments would have substantially narrowed or defeated Plaintiff's ability to establish liability through common proof. *See id.* at 1052; *Dailey v. Sears, Roebuck & Co.*, 214 Cal.App.4th 974, 1000 (2013).

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3. The Derivative Penalties.

The derivative wage statement and waiting time penalties claims carried additional risk because they depended, in substantial part, on Plaintiff's ability to prove the underlying wage and hour violations. These claims presented a further, independent risk because both Sections 203 and 226(e) require proof of willfulness. Defendants contend that any alleged violations of these statutes were not willful because Defendants maintained facially lawful policies, paid employees based on recorded time, and had a good faith basis for disputing Plaintiff's underlying theories. A good faith dispute as to whether wages are owed may negate willfulness. *See Naranjo v. Spectrum Sec. Servs., Inc.*, 88 Cal.App.5th 937, 941 (2023) (holding substantial evidence supported the trial court's finding that the employer acted in good faith in failing to pay meal period premiums to departing employees, defeating "willfulness" under Labor Code section 203); *Naranjo v. Spectrum Security Services, Inc*., 15 Cal.5th 1056, 1087 (2024) (holding that "if an employer reasonably and in good faith believed it was providing a complete and accurate wage statement in compliance with the requirements of section 226, then it has not knowingly and intentionally failed to comply with the wage statement law").

4. The Alleged Unreimbursed Business Expenditures.

Plaintiff alleges that Defendants required Class Members to use their personal cell phones for work-related purposes, including communicating with coworkers, coordinating schedules, and responding to work-related calls and text messages, but failed to reimburse them for the reasonable costs associated with that use. Defendants deny these allegations. The damages analysis presented substantial risks, as determining any amount owed would likely require individualized inquiries into the nature, frequency, and extent of each employee's work-related cell phone usage, as well as the portion of any cell phone expense properly attributable to work. *See Cochran v. Schwan's Home Serv., Inc*., 228 Cal.App.4th 1137, 1145 (2014) (recognizing that damages in reimbursement cases may "raise issues that are more complicated").

C. The Extent of Discovery Favors Settlement

Here, the Settlement was reached following extensive informal discovery. *See* Section II, *supra*. Defendants produced sample employee payroll and time records, as well as data points related to the putative class members and aggrieved employees. *See id.* Class Counsel retained an expert to analyze the time and payroll records and conduct any extrapolation. Thus, Class Counsel had the information necessary to ascertain the value of the class claim. Courts have held that such discovery is sufficient for parties to make an informed decision regarding the adequacy of the settlement. See, e.g., *In re Mego Fin. Corp. Sec. Litig.,* 213 F.3d 454, 459 (9th Cir. 2000) (formal discovery not necessary where the parties have sufficient information to make an informed decision about settlement).

D. The Recommendations of Counsel Favor Approval of the Settlement.

The recommendations of experienced counsel should be given considerable weight. *Dunsmore*, 781 F.Supp.3d at 1098; *In re Pacific Enterprises Securities Litigation,* 47 F.3d 373, 378 (9th Cir. 1995); *Ellis v. Naval Air Rework Facility,* 87 F.R.D. 15, 18 (N.D. Cal. 1980) ("[T]he fact that experienced counsel involved in the case approved the settlement after hard-fought negotiations is entitled to considerable weight"). Here, Class Counsel has broad experience litigating employment class actions and support this settlement as a fair and reasonable settlement which is in the best interest of the Participating Class. *See* Agnew Decl. ¶¶ 3, 21-28; Tulyathan Decl. ¶¶ 3, 4, 6-11; Grigoryan Decl. ¶ 3,4, 6-11; Galadzhyan Decl. ¶ 3, 4, 6-9.

E. The Class Has Responded Favorably to the Proposed Settlement.

Lastly, the reaction of the Class following dissemination of the Notice strongly supports final approval. No Class Member has objected to the Settlement, no disputes were submitted, and the participation rate is 99.34%. *See* CPT Decl. ¶ 14. Courts routinely recognize that such a positive class response weighs heavily in favor of approval. *See In re Omnivision Techs., Inc.,* 559 F.Supp.2d 1036, 1043 (N.D. Cal. 2008) ("[T]he absence of a large number of objections to a proposed class action settlement raises a strong presumption that" the settlement is favorable to class members"); *Churchill Vill. LLC v. Gen. Elec.,* 361 F.3d 566, 577 (9th Cir. 2004) (approving settlement with 45 objections and 500 opt-outs from a 90,000-person class, representing .05% and .56% of the class, respectively); *Dyer*, 303 F.R.D. at 332 (strong support from class in favor of approving settlement where only three of 8,695 class members opted out); *Chun-Hoon*, 716 F.Supp.2d at 852 (where 16 of 329 class members opted out, court found that positive class reaction "strongly supports settlement").

VII. <u>THE PAGA SETTLEMENT SHOULD BE APPROVED</u>

In evaluating the compromise of a PAGA claim, the Court's focus is not on the amount individual aggrieved employees will recover. Instead, "a trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *See Moniz v. Adecco USA, Inc.,* 72 Cal.App.5th 56, 77 (2021) (emphasis added); see also *Kang v. Wells Fargo Bank, N.A.,* 2021 WL 5826230, at *15 (N.D.Cal., 2021) (evaluating a PAGA settlement under the standard of whether the settlement terms "are fundamentally fair, reasonable, and adequate in view of PAGA's public policy goals"); *Rendon v. Infinity Fasteners, Inc.,* 2023 WL 2918678, at *3 (E.D. Cal., 2023) ("Courts have approved PAGA settlements upon a showing that: (1) the settlement terms meet the PAGA statutory requirements and (2) are fundamentally fair, reasonable, and adequate in view of the PAGA's policy objectives").

Here, the Settlement provides meaningful relief to the State and Aggrieved Employees by allocating a significant portion of the recovery to civil penalties, ensuring that the LWDA receives its statutory share and that Aggrieved Employees receive penalty payments tied to their work during the PAGA Period. This structure serves PAGA's public-enforcement purpose by providing a concrete monetary remedy for the alleged violations while avoiding the delay and uncertainty of continued litigation.

Furthermore, the six-figure Gross Settlement Amount also advances PAGA's deterrent function by imposing substantial financial consequences for the alleged Labor Code violations—consequences that incentivize future compliance by Defendants and similarly situated employers. *See O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1134 (noting that a robust settlement can concurrently fulfill PAGA's purposes by vindicating employee rights and deterring future violations). Accordingly, in light of PAGA's policy objectives and the litigation risks addressed above, the PAGA component of the Settlement is fair, reasonable, and adequate.

VIII. <u>THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT PAYMENT SHOULD BE APPROVED</u>

Plaintiff respectfully requests a Class Representative Enhancement Payment in the amount of $5,000.00. The requested Class Representative Enhancement Payment is justified by the extraordinary risks, burdens, and contributions assumed by Plaintiff in serving as the Class Representative. From the outset, Plaintiff knowingly accepted material litigation and financial risks not borne by absent class members, including the potential exposure to Defendants' costs in the event of an unsuccessful outcome. *See* Declaration of Sarah Roberts-Cooper ("Roberts-Cooper Decl.") ¶ 9. She also understood—and experienced—that proceeding as a class and representative action would significantly prolong the litigation and require sustained personal involvement. *See id.* at ¶ 11.

Plaintiff's efforts and sacrifices further support approval of the full requested amount. She provided significant assistance with the lawsuit, including meeting and discussing the case with Class Counsel on multiple occasions, searching for and providing documents and information regarding Defendants' wage and hour practices at issue in the case, remaining available during the mediation session, reviewing and signing the Settlement Agreement, and submitting declarations in support of approval. *See* Roberts-Cooper Decl. ¶ 11. Plaintiff also accepted the real risk of workplace and reputational consequences, including potential retaliation and adverse perceptions by current or future employers, concerns they credibly weighed before agreeing to proceed.[4] *See id*. at ¶ 8. Notwithstanding those risks, Plaintiff elected to move forward to vindicate workplace rights affecting many employees.

The requested Class Representative Enhancement Payment in the amount of $5,000.00 is within the typically accepted range.[5] For these reasons, Plaintiff respectfully requests that the Court find the requested Class Representative Enhancement Payment to be fair, reasonable, and adequate, and approve the Class Representative Enhancement Payment in full.

IX. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED

A. The Court Should Award Fees Based on the Percentage of the Recovery.

Pursuant to the Settlement Agreement, Class Counsel seeks a fee award calculated as one-third

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[4] *Bailey v. Kinder Morgan G.P., Inc.,* 2020 WL 5748721, at *8 (N.D.Cal., 2020) (observing that incentive awards "are particularly appropriate in wage-and-hour actions where plaintiffs undertake a significant 'reputational risk' by bringing suit against their former employers").

[5] *See Bellinghausen v. Tractor Supply Company,* 306 F.R.D. 245, 267 (N.D.Cal., 2015) (observing that "incentive awards typically range from $2,000 to $10,000"); *Carter v. XPO Logistics, Inc.,* 2019 WL 5295125, at *4 (N.D. Cal. Oct. 18, 2019) (approving awards of $20,000 each for five named plaintiffs); *Taylor v. FedEx Freight, Inc.,* 2016 WL 6038949, at *8 (E.D. Cal. Oct. 13, 2016) (approving a $15,000 service payment); *Glass v. UBS Fin. Servs*., No. C-06-4068, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27, 2007) (awarding $25,000 Incentive award in FLSA overtime wages class action).

(1/3) of the Gross Settlement Amount, or $83,333.33, for the successful prosecution and resolution of this Action. California state and federal courts have recognized that, where a settlement creates a common fund for the benefit of a class, the percentage-of-the-benefit method is an appropriate means of evaluating attorneys' fees. *Wershba*, 91 Cal.App.4th at 254; *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) [*Serrano III*]; *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("A litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole"); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1997). Under that approach, the Court's objective is to award a fee that reflects the market rate for contingent representation and fairly compensates counsel for the risks undertaken and the results achieved. *See* 1 Cal.5th 480, 503 (2016); *Serrano v. Priest*, 20 Cal.3d 25, 48 (1977). The purpose of this doctrine is largely to avoid unjust enrichment, by spreading the litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone. It provides that when a litigant's efforts create or preserve a fund from which others derive benefits, the litigant may require the passive beneficiaries to compensate those who created the fund. *Vincent*, 557 F.2d at 769. *See also* Newberg on Class Actions § 14.6 (4th ed. 2002) (noting that percentage of the fund awards are preferable because they align the interests of the attorney with the client, as the attorney is not incentivized to bill unnecessary hours to generate a greater fee).

Here, the requested one-third fee is reasonable and appropriate. Courts have repeatedly recognized that fee awards in class actions commonly approximate one-third of the common fund, particularly in wage and hour cases involving contingent representation and meaningful litigation risk. *See Amaro v. Anaheim Arena Management, LLC*, 69 Cal.App.5th 521 (2021) ("Fee awards in class actions average around one-third of the recovery regardless of whether the percentage method or the lodestar method is used"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery"); *Martin v. AmeriPride Services, Inc.*, 2011 WL 2313604, at *8 (S.D.Cal.,2011) ("courts may award attorneys fees in the 30–40% range in wage and hour class actions that result in recovery of a common fun[d] under $10 million").

Additionally, Class Counsel undertook this litigation on a wholly contingent basis, advanced substantial time and costs with no guarantee of recovery, and faced significant risks, including contested liability, class certification risks, individualized proof and manageability issues, and the uncertainty of continued proceedings against sophisticated corporate defendants. *See* Agnew Decl. ¶ 32. Despite those risks, Class Counsel achieved a non-reversionary six-figure settlement that provides substantial monetary relief to the Participating Class.

B. The Lodestar Calculation "Cross-Check"[6]

It has been noted that it is sometimes helpful to courts to "cross-check" a percentage award by employing a lodestar with a multiplier analysis. However, the *Laffitte* 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." 1 Cal.5th at 505. Indeed, "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." *Id.* Thus, a lodestar cross-check is aimed at astronomical multipliers.

The declarations of Class Counsel evidence that Class Counsel anticipates expending approximately 243.80 hours litigating this matter through final administration, including the time reasonably expected to complete settlement implementation, address post-approval issues, and resolve any settlement issues that may arise. *See* Agnew Decl. ¶ 29; Tulyathan Decl. ¶¶ 12-14; Grigoryan Decl. ¶ 13; Galadzhyan Decl. ¶ 11. These hours are summarized in the time and task charts that are attached to the supporting attorney declarations. *See* Agnew Decl. ¶ 29, Ex. C; Tulyathan Decl. ¶ 12, Ex. A; Grigoryan Decl. ¶ 13, Ex. A; Galadzhyan Decl. ¶ 11, Ex. A. Class Counsel seeks an hourly rate of $650 to $800. *See* Agnew Decl. ¶ 30; Tulyathan Decl. ¶ 14; Grigoryan Decl. ¶ 12-14; Galadzhyan Decl. ¶

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[6] Cross-checks are not required. *Laffitte* 1 Cal.5th at 506. 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. *Lealao v. Beneficial California, Inc.*, 82 Cal.App.4th 19, 29-30 (2000) (observing that "[t]he criticisms of the lodestar approach set forth in this Report are now echoed by many authorities, who have been most vocal about the manner in which it exacerbates the problem of 'cheap settlements' and burdens already overworked trial judge").

11. Based thereon, a lodestar of $168,220 is established for the amount of work spent through final approval. *See* Agnew Decl. ¶ 30; Tulyathan Decl. ¶ 14; Grigoryan Decl. ¶ 14; Galadzhyan Decl. ¶ 11.

The hourly rate employed by Class Counsel is reasonable. Class Counsel are entitled to the hourly rates charged by attorneys of comparable experience, reputation, and ability for similar litigation. *PLCM Group, Inc. v. Drexler,* 22 Cal.4th 1084, 1095 (2000). The background and experience of Class Counsel are fully set forth in the declarations filed in support of this motion. As discussed in their supporting declarations, Class Counsel are a group of well-experienced litigators, including class action litigation. *See* Agnew Decl. ¶¶ 21-28; Tulyathan Decl. ¶¶ 6-11; Grigoryan Decl. ¶ 6-11; Galadzhyan Decl. ¶ 6-9. Under California law, counsel are entitled to compensation for all hours reasonably spent on the matter. *Ketchum vs. Moses,* 24 Cal.4th 1122, 1133 (2001). Reasonableness of hours 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*., 79 Cal.App.4th 440, 447 (2000).

Once the Court establishes the lodestar amount, it may enhance the fee award by a multiplier in order to make an appropriate fee award. *Serrano III,* 20 Cal.3d at 48. The pertinent factors include the difficulty of the questions involved and the skill in presenting them, the contingent nature of the fee award, the extent to which the litigation precluded other employment, and the percentage-of-the-fund the attorney would have received on the fair market. *Id.*; *Lealao*, 82 Cal.App.4th at 49.

Here, the requested fee award is reasonable and well supported by Class Counsel's lodestar. Class Counsel's lodestar totals $168,220, which exceeds the requested fee award of $83,333.33 and results in a ***negative multiplier***. In addition, Class Counsel prosecuted this matter on a contingent basis, risking substantial time and expense to secure a successful result for the Class. *See* Agnew Decl. ¶ 32. Accordingly, the requested fee award should be approved in full.

X. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

The request for reimbursement of litigation costs, in the amount of $14,056.57 is fair and reasonable, especially in light of the fact that the Parties agreed that Class Counsel may seek up to $25,000.00 as reimbursement for litigation costs under the Agreement. As set forth in the Agnew

Declaration, the costs were all directly incurred in the prosecution of this action, including but not limited to filing fees, service of process costs, postage costs, expert fees, and mediation fees. *See* Agnew Decl. ¶ 31, Ex. D. As such, the requested costs should be approved as fair and reasonable.

XI. <u>THE SETTLEMENT ADMINISTRATOR'S FEES AND COSTS SHOULD BE APPROVED</u>

Pursuant to the terms of the Agreement, the fees and costs of the Settlement Administrator, CPT Group, Inc., are to be paid out of the class settlement funds. As shown on the CPT Declaration, the settlement administration fees expended in this matter amount to a total of $8,500.00. *See* CPT Decl. ¶ 18, Ex. B. Although the Class is relatively small, many core settlement administration functions are fixed and do not decrease proportionally with class size. CPT was required to perform the same essential administrative tasks necessary in any class settlement, including database setup, notice preparation, NCOA processing, address updates, skip-tracing, call center and email support, secure data handling, accounting, tax reporting, quality assurance, distribution processing, and final reporting. *See* CPT Decl. ¶ 19. These services require specialized teams and internal review to ensure compliance with the Settlement Agreement and the Court's orders. *See id.* CPT's costs also reflect the infrastructure and safeguards used to protect Class Member information and administer the Settlement responsibly. *See id*. CPT also maintains SOC 2 Type 2-certified security controls, as well as substantial cyber liability and professional insurance coverage, which are important safeguards for sensitive Class Member data. *See id.*

XII. <u>THE *CY PRES* RECIPIENT SHOULD BE APPROVED</u>

Plaintiff respectfully requests that the Court approve Legal Aid at Work as the *cy pres* recipient. Legal Aid at Work's mission directly aligns with the employment related claims asserted in the Action and provides a benefit to California workers, including Class Members residing in Ventura County. *See* Agnew Decl. ¶ 18. Legal Aid at Work is a non-profit organization that provides free legal services to workers in California and assists workers in understanding and asserting their workplace rights. *See id.* Among other services, its Workers' Rights Clinic provides low-income and unemployed workers with free, confidential information regarding their workplace rights under California law, and Legal Aid at Work maintains helplines and self-help materials accessible to workers throughout the State. *See id.*

Because Legal Aid at Work's services are available to California workers generally, and are not limited to any particular county, Class Members residing in Ventura County may access and benefit from those services. *See id*. Class Counsel does not have a financial or personal interest in Legal Aid at Work. *See id.* at ¶ 19; Tulyathan Decl. ¶ 5; Grigoryan Decl. ¶ 5; Galadzhyan Decl. ¶ 5.

XIII. RELATED MATTERS THAT MAY BE IMPACTED BY THE SETTLEMENT.

The Parties are aware of one potentially related matter pending in Los Angeles Superior Court: *Silverstein v. Ascentions Treatment Center LLC*, LASC Case No. 24STCV30098. *See* Agnew Decl. ¶ 20. *Silverstein* includes a class claim for alleged violation of Labor Code section 2802 and was filed on behalf of all employees. *See id.* However, *Silverstein* is proceeding to mediation on an individual basis, and the plaintiff did not file a motion for class certification or stipulate to extend the deadline to do so. *See id.*

XIV. CONCLUSION

For all the foregoing reasons, Plaintiff respectfully submits that the standards for final approval have been met and the terms of the Agreement are fair, adequate, and reasonable. Accordingly, Plaintiff respectfully requests that the Court grant this Motion and enter an Order in the form proposed and submitted.

Dated: July 7, 2026

DIVERSITY LAW GROUP, P.C.

By:______________________________
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