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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

CHRISTIE MINES, as an individual and on behalf of all others similarly situated, Plaintiff, vs. SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL, a California nonprofit corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24CV005289 Assigned to the Honorable Thoman W. Wills, Dept. 15) **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT** Date: April 10, 2026 Time: 8:30 A.M. Dept.: 15 Action Filed: December 12, 2024 Trial Date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on April 10, 2026, at 8:30 a.m., or as soon thereafter as the matter may be heard, before the Honorable Thomas W. Wills, judge presiding, in Department 15 of the above referenced Court, located at 1200 Aguajito Road, Monterey, California 93940, Plaintiff Christie Mines ("Plaintiff") will and hereby move this Court for an Order:

1. granting final approval to the Joint Stipulation of Class and PAGA Settlement ("Stipulation" or "Agreement") in this action;

2. approving distribution of the settlement funds to Class Members pursuant to the terms of the Stipulation;

3. approving Plaintiff's request for an award of the Class Representative Enhancement Award of $5,000.00 to Plaintiff pursuant to the terms of the Settlement Agreement;

4. approving Plaintiff's request for an award of attorneys' fees of one-third of the $167,000.00 Gross Settlement Amount, and reimbursement of actual litigation costs of $2,101.20, pursuant to the terms of the Stipulation;

5. approving Plaintiff's request for payment of the Settlement Administration Costs to Phoenix Settlement Administrators in the amount of $6,750.00 pursuant to the terms of the Stipulation; and

6. entering final judgment as to all members of the Settlement 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, opt outs, and disputes to the settlement, resulting in 100% 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 is based on the Memorandum of Points and Authorities and the supporting Declarations of Declarations of Larry W. Lee, Max W. Gavron, Kwanporn "Mai" Tulyathan, William L. Marder, Plaintiff Christie Mines, and Taylor Mitzner of Phoenix Settlement Administrators, and upon the oral arguments of counsel (should there be any), and on the complete records and file herein.

DATED: March 18, 2026

DIVERSITY LAW GROUP, P.C.

By:______________________________
Larry W. Lee
Max W. Gavron
Kwanporn "Mai" Tulyathan
Attorneys for Plaintiff and the Class

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I. **INTRODUCTION**

Plaintiff Christie Mines ("Plaintiff") now seeks the Court's final approval of the Joint Stipulation of Class and PAGA Settlement ("Stipulation" or "Agreement") with Defendant Southern Monterey County Memorial Hospital ("Defendant"). The Stipulation provides for a $167,000.00 **non-reversionary** fund to be created for the benefit of the Settlement Class, from which attorneys' fees, litigation costs, enhancement award to the Class Representative, and costs of settlement administration are to be paid. The entire Net Settlement Amount after these deductions will be paid to all Class Members who did not opt out of the settlement. Here, no individuals opted out of or objected to the settlement.

The history of this litigation was previously detailed in Plaintiff's Motion for Preliminary Approval of Class Action Settlement. The Court preliminary approved this settlement on November 21, 2025, directing distribution of Notice of Class Action Settlement ("Class Notice") and scheduling the hearing for final approval of the settlement (the "Preliminary Approval Order").

As directed by the Court, the Settlement Administrator selected by the Parties – Phoenix Settlement Administrators – distributed the Class Notice to 184 Class Members. Declaration of Taylor Mitzner Regarding Settlement Notice Administration ("Phoenix Decl.") ¶ 5. Seven (7) Class Notices were returned. *Id*. ¶ 6. Phoenix located current mailing addresses for six (6) of the seven returned Class Notices, and successfully remailed six (6) Class Notices. *Id.* To date, **zero (0) Requests for Exclusion or Notices of Objection** to the settlement and zero (0) pay period disputes have been submitted by Class Members. *Id*. ¶¶ 8-10. As such, the settlement has a participation rate of **100%**. *Id*. ¶ 11. In light of this positive response from Class Members, an inference can be made that the Class supports the Court's Preliminary Approval Order finding that the Settlement Agreement is fair and reasonable. Declaration of Max W. Gavron ("Gavron Decl.") ¶ 6.

In addition to the results of the notice process, for the same reasons as set forth earlier in Plaintiff's Motion for Preliminary Approval of Class Action Settlement, the following represent the basic points supporting final approval of the settlement:

- The settlement provides a total settlement sum of $167,000.00, which is **non-reversionary**;
- The settlement is fair given that participating Class Members will receive (*after deductions for fees, costs, etc.*) a substantial amount of money – on average, approximately $415.66 to each Participating Class Member, with the estimated highest individual settlement payment being $2,260.56, and the lowest being $188.38 (*see* Phoenix Decl. ¶ 14);
- Class Members did **not** need to submit claim forms to participate in the settlement, but will automatically receive a check for their individual share of the settlement;
- The allocation reflects that payment of Individual Settlement Payment amounts will be paid to Class Members on a *pro rata* basis, based on the number of workweeks worked by each respective Class Member during the Class Period, as compared to the total number of workweeks worked by all Class Members during the Class Period;
- Plaintiff's counsel conducted significant investigation in this case, including conducting written discovery and analysis of class data and pay records for the putative class, which included the number of pay periods where employees were paid overtime/doubletime and any form of non-discretionary remuneration, necessary for Plaintiff to fully evaluate this case; and
- A highly regarded settlement administrator, Phoenix Settlement Administrators, was retained to administer the settlement for approximately $6,750.00 (*see* Phoenix Decl. ¶ 17).

Accordingly, the Court should grant Final Approval consistent with the Preliminary Approval Order.

II. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE SETTLEMENT

The notice procedures required by the Preliminary Approval Order have been followed and satisfy all due process rights of Class Members. Specifically, the Preliminary Approval Order contemplated that the Class Notice, as approved in the Preliminary Approval Order, be sent to all Class Members by first class mail, as specified in the Stipulation. Further, the Preliminary Approval Order contemplated that Phoenix Settlement Administrators would serve as the Settlement Administrator.

As clearly stated in the Declaration of Taylor Mitzner Regarding Settlement Notice Administration, notice was provided to all Class Members. On December 5, 2025, the Settlement Administrator received a Class List from Defendant's counsel that included 184 Class Members. Phoenix Decl. ¶ 3. 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. *Id*. ¶ 4. On December 22, 2025, the Settlement Administrator mailed the Class Notice to all Class Members on the mailing list via U.S. first class mail. *Id.* ¶ 5. From the date of mailing, seven (7) Class Notices were returned to the Settlement Administrator due to incorrect addresses. *Id.* ¶ 6. Phoenix conducted a skip trace to determine appropriate addresses for the returned Class Notices and remailed six (6) Class Notices. *Id.* Further, the Class Notice provided Class Members with Class Counsel's and the Settlement Administrator's contact information, where they could further seek information regarding the settlement, ask questions, review pleadings in the case, and update their address.

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").

Here, Class Members were provided with a mailing that explained the settlement and allowed Class Members to seek information, ask questions, and exclude themselves and/or object to the settlement, if so desired. As such, proper notice has been given to the Class. 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.

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

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

In order to proceed as a class, there are two requirements which must be met – ascertainability and community of interest. *See Daar v. Yellow Cab Co*., 67 Cal. 2d 695, 704 (1967); *Vasquez v. Superior Court*, 4 Cal. 3d 800, 809 (1971) (there are two basic requirements which must exist to sustain a class action: "[t]he first is existence of an ascertainable class, and the second is a well-defined community of interest in the questions of law and fact involved."). "The community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." *Richmond v. Dart Industries*, 29 Cal. 3d 462, 470 (1981).

1. The Class is Ascertainable

Whether a class is "ascertainable" within the meaning of Code of Civil Procedure § 382 "is determined by examining (1) class definition, (2) the size of the class, and (3) the means available for identifying the class members." *Reyes v. San Diego County Board of Supervisors*, 196 Cal. App. 3d 1263, 1271 (1987). Here, the Settlement Class consists of "all current and former non-exempt employees of Defendant who received during the Class Period both non-discretionary remuneration (including shift differential pay) and overtime/double time during the same pay period." Based on Defendant's records, there are 184 individuals that comprise the Class. Phoenix Decl. ¶ 3. This is more than the minimum required to certify a class.

Within the context of manageability, the issue is whether there exists sufficient means for identifying class members at the remedial stage. *Reyes*, 196 Cal. App. 3d at pp. 1274-75. Class Members have already been identified by Defendant and notice was provided to Class Members, as provided in the Stipulation. Phoenix Decl. ¶¶ 3, 5.

2. There is a Community of Interest

The "community of interest" requirement embodies three separate factors: (1) predominant common questions of law or fact; (2) class representatives whose claims are typical of the class; and (3) class representatives who can adequately represent the class. *Richmond*, 29 Cal. 3d at p. 470; *Reese v. Wal-Mart Stores, Inc*., 73 Cal. App. 4th 1225, 1234 (1999).

a. There are Predominant Common Questions of Law and Fact

"The ultimate question in every case of this type [class actions] is whether…the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous and substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants." *Lockheed Martin Corp. v. Superior Court*, 29 Cal. 4th 1096, 1104-05 (2003).

In the present case, Plaintiff alleges that Defendant failed to pay overtime wages at the regular rate of pay, failed to timely pay all wages when due and upon separation of employment, failed to provide accurate wage statements, and engaged in unfair business practices, in violation of Labor Code §§ 226, 510, 1194, 1197, 1197.1, and 2698, *et seq.*, and Business and Professions Code § 17200, *et seq*. Plaintiff alleged that these are all uniform corporate policies, practices, and procedures of Defendant as alleged by Plaintiff, the claims can be jointly tried and thus the predominance requirement is satisfied. Defendant denies all of these claims, denies that liability could be established on a class-wide basis, and contends instead that liability and damages, if any, would need to be conducted on a case-by-case basis.

b. Plaintiff's Claims are Typical of the Class Claims

The purported class representative's claim must be "typical" but not necessarily identical to the claims of other class members; it is sufficient that the representative is similarly situated so that he or she will have the motive to litigate on behalf of the class. *Classen v. Weller*, 145 Cal. App. 3d 27, 45 (1983). Courts look to whether class members have similar injuries, "whether the action is based on conduct which is not unique to the named Plaintiff," and whether other class members were injured by the same conduct. *Hanon v. Dataproducts Corp*., 976 F.2d 497, 508 (9th Cir. 1992). The purpose of the typicality requirement "is to assure that the interest of the named representative aligns with the interests of the class." *Id.* at p. 508.

Plaintiff asserts that she was subjected to the same payroll policies and practices as all other Class Members. In this regard, Plaintiff was employed by Defendant as a non-exempt, hourly employee, beginning on or about February 20, 2024. Declaration of Christie Mines ("Mines Decl.") ¶ 2. Like other members of the Settlement Class, Plaintiff alleges that she was not paid overtime wages at the regular rate of pay and was not paid all wages owed upon separation of employment. Plaintiff also alleges that she was not provided with accurate itemized wage statements. Mines Decl. ¶¶ 3-5. Based on the above, Plaintiff contends that she was subjected to the same policies and practices as other Class Members. Accordingly, typicality is satisfied.

c. Plaintiff Adequately Represented the Class

The class representative, through qualified counsel, must be capable of "vigorously and tenaciously" protecting the interests of the class members. *Simons v. Horowitz*, 151 Cal. App. 3d 834, 846 (1984). Here, Plaintiff does not have any interests adverse to the Settlement Class, nor have any such issues been raised or presented. Mines Decl. ¶ 7. Plaintiff has taken all necessary steps to represent the interests of the Settlement Class, including providing information and documents to her counsel, discussing the lawsuit with her counsel on several occasions, and reviewing the various pleadings including the Complaint, Stipulation, and declarations submitted in this case. Mines Decl. ¶ 6. For such reasons, Plaintiff has adequately represented the Settlement Class and will continue to do so.

B. Risks, Expenses, and Complexity of Further Litigation

Plaintiff believes that a class can be certified; however, Plaintiff also believes in the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff involved in not prevailing on one or more of the causes of action or theories alleged in the operative Complaint, the possibility of non-certification, and potential for appeals. These risks on class certification are compounded by the California Supreme Court's holding in *Duran v. U.S. Bank Nat'l Ass'n*, 59 Cal. 4th 1 (2014).

As stated above, Defendant alleges that Plaintiff would not be able to obtain class certification. Based on the foregoing, there were risks that Plaintiff would not have obtained the total amount of damages and penalties alleged on behalf of the class, and a substantial number of complex issues that would have necessitated significant expenditure of time and expenses.

Therefore, the risks, expenses, and complexity of further litigation warrant granting of this Motion.

C. The Terms of the Settlement, Negotiation of Settlement, and Reception of the Settlement by Class Members All Strongly Support the Conclusion that the Settlement is Fair, Adequate, and Reasonable

Without reiterating the Parties' showing that the Stipulation and the negotiation process that led up to it was fair and adequate, as set forth in detail in the Motion for Preliminary Approval of Class Action Settlement, the Parties highlight the following facts. The Stipulation was the product of negotiations between highly able and experienced attorneys on both sides who possessed the relevant data and extensive legal research which they had carefully analyzed. Gavron Decl. ¶ 3. The Parties engaged in thorough arm's length negotiations. *Id*.

The results after mailing the Class Notice support confirmation of the Court's preliminary approval of the settlement with final approval of the settlement, as evidenced by the fact that zero Class Members opted out of or submitted a written objection to the settlement. Phoenix Decl. ¶¶ 8-9. With the 100% rate of participation in the settlement by Class Members, the Court may appropriately infer that the class action settlement is fair, adequate, and reasonable. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992).

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

1. Standard of Review

On a motion for final approval of a class action settlement under California Code of Civil Procedure § 382 and California Rule of Court 3.769, a court's inquiry is whether the settlement is "fair, adequate and reasonable." *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982), *cert. denied subnom*., *Byrd v. Civil Serv. Comm'n*, 459 U.S. 1217 (1983). A settlement is fair, adequate, and reasonable, and therefore merits final approval, when "the interests of the class are better served by the settlement than by further litigation." *See Manual for Complex Litigation, Fourth* § 21.6 at 309 (Fed. Jud. Ctr., 4th ed. 2004) ("MCL"). The law favors settlement, particularly in class actions and other complex cases, where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. *See* Alba Conte & Herbert B. Newberg, *4 Newberg on Class Actions* § 11.41 (4th ed. 2002); *Class*

Plaintiffs v. City of Seattle, 955 F.2d 1268, 1276 (9th Cir. 1992); *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976).

Although the court possesses "broad discretion" in determining that a proposed class action settlement is fair, the court's role must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and adequate to all concerned. *See Officers for Justice*, 688 F.2d at p. 625. Accordingly, the court should give due regard to what is otherwise a "private consensual agreement" between the parties. *Id.*; *see also Church v. Consolidated Freightways, Inc.*, 1993 WL 149840 (N.D. Cal. 1993); *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 720 F. Supp. 1379 (D. Ariz. 1989), *aff'd sub nom.*; *City of Seattle*, 955 F.2d 1268; MCL § 21.6 at 309 ("The judicial role in reviewing a proposed settlement is critical, but limited to approving the proposed settlement, disapproving it, or imposing conditions on it. The judge cannot rewrite the agreement").

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

As the court cautioned in *7-Eleven Owners for Fair Franchising v. Southland Corp.*:

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

85 Cal. App. 4th 1135, 1146 (2000).

2. The Settlement is Presumed to Be Fair

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

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

Dunk, 48 Cal. App. 4th at p. 1802; *accord*, *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980); *In re Wash. Pub Power Supply*, 720 F. Supp. at p. 1387.

The settlement in the case at bar warrants approval and carries a presumption of fairness. As previously noted in the application for Preliminary Approval, this current settlement was negotiated at arm's length. Gavron Decl. ¶ 3.

Second, Class Counsel engaged in extensive factual investigation before settling, including the exchange of formal and informal discovery. Specifically, Class Counsel analyzed putative class data, including a sampling of putative class member payroll records and reviewed documents regarding Defendant's wage and hour policies. *Id*. ¶ 4.

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. Gavron Decl. ¶¶ 9-16; Declaration of Larry W. Lee ("Lee Decl.") ¶¶ 12-14; Declaration of Kwanporn "Mai" Tulyathan ("Tulyathan Decl.") ¶¶ 7-12; Declaration of William L. Marder ("Marder Decl.") ¶¶ 8-15.

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

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

If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff would have been potentially responsible for Defendant's costs. Mines Decl. ¶ 10. As such, should individual current or former employees of Defendant bring individual claims on the same causes of action, they would each face the uncertainty of prevailing and the possibility of paying costs to Defendant. Accordingly, such claims likely would not be brought by many of these current and former employees – thus, this lawsuit achieves a true benefit for the Settlement Class that they might not otherwise get or seek as individuals. Here, given that a fair and reasonable settlement has been reached, neither Plaintiff nor any of the Class Members will be required to pay for Defendant's litigation costs.

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

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

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

Another factor considered by courts in approving a settlement is the complexity, expense, and likely duration of the litigation. *See Officers for Justice*, 688 F.2d at p. 625; *Girsh*, 521 F.2d at p. 157. In applying this factor, the court must weigh the benefits of the settlement against the expense and delay involved in achieving an equivalent or more favorable result at trial. *Young v. Katz*, 447 F.2d 431, 433-34 (5th Cir. 1971).

As noted above, continued litigation could have led to appeals on several issues. On the other hand, the settlement that was reached provides to all Class Members – regardless of their means – fair relief in a prompt and efficient manner. Were the Court to deny final approval, Class Members would be left without a remedy as a practical matter and courts across the State would have to address the issues presented here in a piecemeal, costly, and time-consuming manner. The settlement in this case is therefore consistent with the "overriding public interest in settling and quieting litigation" that is "particularly true in class action suits." *See Van Bronkhorst*, 529 F.2d at p. 950 (footnote omitted); *see also Newberg* § 11.41. Here, this case could have involved years of further litigation.

5. The Opinion of Experienced Counsel Favors Final Approval

Class Counsel support the settlement as fair, reasonable, and adequate, and in the best interest of the Class Members as a whole. Lee Decl. ¶ 2; Gavron Decl. ¶ 5; Tulyathan Decl. ¶ 2; Marder Decl. ¶ 2. Similarly, counsel for Defendant is in favor of this settlement. The endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight by the Court in its final approval determination. *See Officers for Justice*, 688 F.2d at p. 625; *Ellis*, 87 F.R.D. at p. 18; *Boyd*, 485 F. Supp. at p. 617; *Linney*, 151 F.3d at p. 1242.

IV. THE PROPOSED PROCEDURE FOR UNCASHED SETLEMENT CHECKS SHOULD BE APPROVED

As referenced in the Motion for Preliminary Approval, to the extent any uncashed settlement funds remain after 180 days of the mailing of the Individual Settlement Payment checks, the Parties have agreed that all such uncashed settlement funds shall be distributed to the *cy pres* recipient Legal Aid at Work, in accordance with Code of Civil Procedure § 384. Class Counsel do not have a conflict of interest with Legal Aid at Work. Lee Decl. ¶ 6; Gavron Decl. ¶ 8; Tulyathan Decl. ¶ 6; Marder Decl. ¶ 5.

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V. THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT SHOULD BE APPROVED

The Stipulation authorizes Class Representative Christie Mines to request an incentive payment of $5,000.00. Plaintiff provided significant assistance with the lawsuit, including discussing the case with Class Counsel on multiple occasions, searching for and providing documents and information regarding Defendant's practices at issue in the case, and reviewing the various files and pleadings submitted in this case. Mines Decl. ¶ 6. Accordingly, Plaintiff provided invaluable information, evidence, and documents that resulted in this settlement.

In addition to the invaluable services that she provided, Plaintiff also took significant risks, both professionally and monetarily, in acting as the Class Representative, seeking benefits on behalf of the Settlement Class. Mines Decl. ¶¶ 7-10. Because the claims alleged by the Class Representative involved the payment of costs to the prevailing party, Plaintiff could have possibly faced paying the costs of Defendant, had she not prevailed in this action. *Id*. ¶ 10. Despite this, however, Plaintiff agreed to pursue this case on behalf of the Settlement Class.

Also, given that future employers are much less likely to hire individuals who have filed employment-related lawsuits, particularly cases of this nature, the Class Representative also faces significant risk in not being able to find suitable employment and/or face retaliation from prospective employers, all as a result of filing of this case against Defendant. Plaintiff took these risks upon herself to the benefit of the Settlement Class. Mines Decl. ¶ 10. Class Members did not have to file individual lawsuits and bear the risks of payment of costs if they did not prevail, nor did they have to face the potential for retaliation and not getting future employment had they filed a lawsuit which is a public record. These are significant benefits that weigh in favor of granting the requested enhancement. Moreover, this litigation has resulted in a significantly valuable benefit to the Settlement Class (*i.e.*, an average award to Class Members in the amount of $415.66, with the highest Individual Settlement Payment to Class Members of $2,260.56), and Plaintiff took on substantial risks in helping to get this financial benefit to the Settlement Class. As such, the incentive payment should be awarded to Plaintiff for her commitment, dedication, and risks taken for this litigation.

Finally, Plaintiff provided a general release and waiver of the protections of Civil Code §

1542, which other Class Members did not have to do. Stipulation ¶ 70; Mines Decl. ¶ 11. This is a more extensive release than that provided by the Settlement Class at large, also supporting the request for the enhancement.

Courts have routinely granted approval of settlements containing such enhancements. *See Van Vranken v. Atlantic Richfield Co*., 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (incentive award of $50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig*., 130 F.R.D. 366, 374 (S.D. Ohio 1990) (two incentive awards of $ 55,000, and three incentive awards of $35,000); *Brotherton v. Cleveland*, 141 F. Supp. 2d 907, 913-14 (S.D. Ohio 2001) (granting a $50,000 incentive award); *Enter. Energy Corp. v. Columbia Gas Transmission Corp*., 137 F.R.D. 240, 251-52 (S.D. Ohio 1991) ($50,000 awarded to each class representative); *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); *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (affirming $25,000 incentive award to class representative in ERISA case).

VI. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED

The amount of the proposed settlement is a direct result of the effort and work of Class Counsel. The settlement before this Court inures to the benefit of Defendant's employees and is the direct result of Class Counsel's efforts. As set forth in the declarations of Class Counsel, a considerable amount of work done by Class Counsel achieved an enormous benefit to the Settlement Class.

The $167,000.00 settlement amount is the result of a considerable expenditure of time, effort, skill, and money by Class Counsel. Class Counsel obtained data pertaining to the number of putative class members, as well as Defendant's policies regarding its payment of overtime wages, among others. The information provided by Defendant allowed Plaintiff to review and analyze the liability and potential exposure. After thoroughly investigating the facts relating to the class claims alleged in this lawsuit and engaging in a thorough study of the legal principles applicable to the claims asserted against Defendant, the Parties were able to reach the current settlement. Class Counsel shouldered the risk that it might recover no fee at all and may even lose the considerable sum it advanced in expenses. Counsel's requested fee, therefore, should be granted in full.

Class Counsel seeks a fee award calculated as approximately one-third of the total value of the Gross Settlement Amount as compensation for the successful prosecution and resolution of this action. Under California law, the award of attorneys' fees in common fund wage and hour class action settlements should start with the percentage method. *See Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created"). Under the percentage of the fund method, the court's objective remains to "mimic the market" in fixing a reasonable fee. *See Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) (J. Posner) ("When a fee is set by a court rather than by contract, the object is to set it at a level that will approximate what the market will set…. The judge, in other words, is trying to mimic the market in legal services").

An award of one-third, of the fund in attorneys' fees mimics the marketplace, as it "is supported by the fact that typical contingency fee agreements provide that class counsel will recover 33% if the case is resolved before trial and 40% if the case is tried." *Fernandez v. Victoria Secret Stores LLC*, 2008 WL 8150856, *16 n. 59 (C.D. Cal. July 21, 2008) (citing Brickman, *Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-Competitive Fees*, 81 Wash U. L. Q. 653, 659 n. 11 (Fall 2003)). Indeed, "empirical studies [that] show that…fee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc*., 162 Cal. App. 4th 43, 66 n. 11 (2008).

The California Supreme Court in *Laffitte* affirmed a fee award representing 33 1/3 percent of the fund. *Laffitte*, 1 Cal. 5th at 506. The award approved in *Laffitte* was supported by a lodestar cross-check that employed a multiplier of 2.13. *Id*. at 487. The Court in *Laffitte* explained that when cross-checking a percentage fee request against the lodestar method, the court should examine the imputed multiplier in the lodestar calculation and, only when the multiplier is "extraordinarily high or low [should] the trial court [] consider whether the percentage method should be adjusted so as to bring the imputed multiplier within a justifiable range." *Id*. at 505.

Moreover, in the *Laffitte* intermediate court decision, the court observed that "33 1/3 percent of the common fund is consistent with, and in the range of, awards in other class action lawsuits." *Laffitte v. Robert Half Int'l*, 231 Cal. App. 4th 860, 871 (2014). Here, the fee award representing one-third of the fund clearly falls within that range, and is consistent with other comprehensive surveys of class action settlements and fee awards. *See* Fitzpatrick, *An Empirical Study of Class Action Settlements and Their Fee Award*, 7 J. Empirical Leg. Stud. 811, 833 (2010) (analyzing 444 cases between 2006-2007 and concluding that "[m]ost fee awards were between 25 percent and 35 percent, with almost no awards more than 35 percent"); Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study: 1993-2008*, 7 J. of Empirical Leg. Stud. 248, 262, fn. 16 (2010) (independent studies of class action litigation nationwide conclude that fees representing one-third of the total recovery is consistent with market rates).

Finally, "the response of the class members to attorneys' fee notice, though not decisive, is relevant to the...reasonable determination" regarding fees. *Swedish Hospital v. Shalala*, 1 F.3d 1261, 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the court's "approximation of the market" for fees is well supported. *Id*. at p. 1269. In this case, the Class Notice specifically notified Class Members that Class Counsel would be seeking $56,666.67 of the settlement fund as attorneys' fees. To date, no Class Member has objected to the settlement or the request for attorneys' fees and there is a 100% participation rate. This strong favorable response also supports the requested fees.

When the primary method employed to determine fees is the percentage method, courts have discretion to use the lodestar method to "cross-check" the amount of fees calculated by way of percentage. The *Laffitte* Court emphasized, however, that "the lodestar calculation, when used in this manner, does not override the trial court's primary determination of the fee as a percentage of the common fund and thus does not impose an absolute maximum or minimum on the potential fee award." *Laffitte*, 1 Cal. 5th at 505 (emphasis added); *In re Rite Aid Corp. Secs. Litig*., 396 F.3d 294, 306-307 (3d Cir. 2005) ("[The lodestar cross-check does not trump the primary reliance on the percentage of common fund method").

Nonetheless, the Supreme Court in *Laffitte* stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." *Id*. (emphasis added). Thus, a lodestar cross-check seeks to uncover astronomical multipliers. Indeed, cross-checks are not required; in many cases, performing a cross-check "undermines" one of the primary reasons for using the percentage method: aligning counsel's incentives with the benefits delivered to the class and discouraging protracted litigation. *Id*. at 506 (finding trial courts "retain the discretion to forgo a lodestar cross-check"); *Report of the Third Circuit Task Force, Court Awarded Attorney Fees*, 108 F.R.D. 237, 258 (1985); *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 29-30 (2000) (citing the recommendations of the Third Circuit Task Force with approval and 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.").

Courts find reasonable multipliers in a lodestar cross-check can "range from 2 to 4 or even higher." *Wershba v. Apple Computer, Inc*., 91 Cal. App. 4th 224, 255 (2001); *see also*, *e.g.*, *Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a cross-check in an antitrust class action); *Chavez*, 162 Cal. App. 4th at 60 (applying a 2.5 multiplier on a lodestar cross-check); *City of Oakland v. Oakland Raiders*, 203 Cal. App. 3d 78 (1988) (affirming a 2.34 multiplier without remand). The intermediate court in *Laffitte*, after finding that "2 to 4" is a reasonable range for multipliers on a cross-check, affirmed a 2.13 multiplier. *Laffitte*, 231 Cal. App. 4th at 881-82. The intermediate court opinion was affirmed in full by the California Supreme Court in its decision guiding lower courts on assessing fees.

Moreover, the Ninth Circuit has cited with approval a comprehensive study of fees awarded by the percentage method showing that the majority of multipliers awarded are "in the 1.5-3.0" range. *See Vizcaino v. Microsoft Corp*., 290 F.3d 1043, 1051 (9th Cir. 2002) (affirming a multiplier of 3.65 in an employment class action case and analyzing the multiplier awarded in over 30 cases). Federal district courts applying California law have likewise routinely approved cross-check multipliers between 2 and 3 in employment cases. *See*, *e.g*., *Willner v. Manpower Inc*., No. 11-CV-02846-JST, 2015 WL 3863625, at *7 (N.D. Cal. June 22, 2015) (affirming a 2.10 multiplier on settlement of California Labor Code violations); *Dyer v. Wells Fargo Bank, N.A*., 303 F.R.D. 326, 334 (N.D. Cal. 2014) (approving attorneys' fees that resulted in lodestar multiplier of 2.83); *Hopkins v. Stryker Sales Corp*., No. 11-CV-02786-LHK, 2013 WL 496358, at *5 (N.D. Cal. Feb. 6, 2013) (approving a multiplier of 2.76 in settlement of Labor Code violations). Other courts have found even higher multipliers to be reasonable by comparison to other cases. *See Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113, 1125-26 (C.D. Cal. 2008) (approving a 5.2 multiplier on a cross-check after surveying a large body of cases affirming a higher multiplier).

With respect to Class Counsel's lodestar, Class Counsel and their support staff will have expended approximately 102.2 hours litigating this case, which does not include approximately 5 hours of anticipated time spent after final approval responding to correspondence and phone calls from Class Members, the Settlement Administrator, and Defendant's Counsel. Lee Decl. ¶ 8, Ex. A; Gavron Decl. ¶ 17, Ex. A; Tulyathan Decl. ¶ 13, Ex. A; Marder Decl. ¶ 17, Ex. A. Thus, the total number of hours expected to be invested in this case through resolution is expected to be approximately 107.2. Class Counsel request hourly rates ranging from $500 to $595 per hour, which contemplates a rate commensurate with the jurisdiction in which this action was litigated. Lee Decl. ¶ 11; Gavron Decl. ¶ 19; Tulyathan Decl. ¶ 15; Marder Decl. ¶ 19. The courts are quite liberal in the evidence required to prove an attorney's hours. Detailed time records are not required. An attorney's testimony alone may suffice: "Testimony of an attorney as to the number of hours worked on a particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records." *Martino v. Denevi*, 182 Cal. App. 3d 553, 559 (1986).

Reasonable hours include, in addition to time spent during litigation, the time spent before the action is filed, including time spent interviewing the clients, investigating the facts and the law, and preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey*, 447 U.S. 54, 62 (1980). The fee award should also include fees incurred to establish and defend the attorneys' fee claim. *Serrano v. Unruh*, 32 Cal. 3d 621, 639 (1982). The hours for which Class Counsel seek compensation involve only these types of tasks. Thus, the number of hours for which fees are sought is reasonable.

A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000). The court may consider other factors when determining a reasonable hourly rate, *e.g.*, the attorney's skill and experience, the nature of the work performed, the relevant area of expertise and the attorney's customary billing rates. *Flannery v. California Highway Patrol*, 61 Cal. App. 4th 629, 632-33 (1998).

Class Counsel's skill and experience justify the requested rates. As shown in the supporting declarations, Class Counsel have significant experience in the area of employment and wage and hour class actions. Specifically, Class Counsel's practice focuses on representing employees in employment matters, particularly wage and hour cases. Lee Decl. ¶¶ 12-14; Gavron Decl. ¶¶ 9-16; Tulyathan Decl. ¶¶ 7-12; Marder Decl. ¶¶ 8-15. As such, based on the hours and applicable rate, Class Counsel's lodestar amount through the finalization of this settlement – without a multiplier – will be approximately $56,820.50. Lee Decl. ¶ 11; Gavron Decl. ¶ 20; Tulyathan Decl. ¶ 14; Marder Decl. ¶ 19.

Once the court establishes the lodestar amount, it may enhance the lodestar number by applying a multiplier in order to adjust the fees awarded to an amount appropriate to the circumstances of the case. *Serrano v. Priest*, 20 Cal. 3d 25, 48 (1977). 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. However, this list is not exhaustive, and the court may consider other factors it deems important in setting the multiplier. *Ketchum v. Moses*, 24 Cal. 4th 1122, 1139 (2001).

Lealao contains several factors justifying an enhancement based on the percentage-of-the-benefit; namely, no objections by class members, commendable conduct by counsel, and significant recoveries by class members, all of which were previously detailed above. *Lealao*, 82 Cal. App. 4th at 51-53. As in *Lealao*, the Settlement Class was notified of the settlement and attorneys' fee with no objections. The extreme effort undertaken by counsel, as shown by their hours and the high number of claims being paid for claims, shows considerable skill.

The multiplier should be enhanced because of the contingent nature of counsel's fee recovery. The risks in taking on a class action case are enormous, not the least of which is time and effort. As this Court very well knows, not only do these cases require substantial work, but there exist significant risks.

Finally, based upon Class Counsel's lodestar of $56,820.50, Plaintiff's request for a negative multiplier of 0.99 ($56,666.66 ÷ $56,820.50) is reasonable and fair, particularly based on the factors described above. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (Ct. App. 2001) (noting that courts using the lodestar method to calculate attorney fees awards in class actions typically apply multipliers in the range of 2 to 4); *Boyd v. Bank of Am. Corp.*, 2014 U.S. Dist. LEXIS 162880 (C.D. Cal. Nov. 18, 2014) (awarding 33% of the common fund, based on a multiplier of 2.58, in a wage and hour class action settlement); *Vandervort v. Balboa Capital Corp.*, 8 F. Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding 33% of the common fund, based on a multiplier of 2.52). As such, the requested fee award is fair and reasonable, and should be awarded in its entirety. Class Counsel risked not only a great deal of time, but also a great deal of expense to ensure the successful litigation of this action on behalf of all Class Members. For these reasons, Class Counsel's request for attorneys' fees in the amount of $56,666.66 should be approved as fair, reasonable, and adequate.

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

The request for reimbursement of litigation costs, in the amount of $2,101.20 is fair and reasonable, especially in light of the fact that the Parties agreed that Class Counsel may seek up to $10,000.00 as reimbursement for litigation costs under the Stipulation. As set forth in Class

Counsel's declaration, the costs were all directly incurred in the prosecution of this action, including but not limited to filing fees, service of process fees, postage costs, and other litigation costs. Gavron Decl. ¶ 22, Ex. B. As such, the requested costs should be approved as fair and reasonable.

VIII. THE SETTLEMENT ADMINISTRATOR'S FEES AND COSTS SHOULD BE APPROVED

Pursuant to the terms of the Stipulation, the fees and costs of the Settlement Administrator, Phoenix Settlement Administrators, are to be paid out of the class settlement funds. As shown on the Declaration of Taylor Mitzner, the settlement administration fees expended in this matter amount to a total of $6,750.00, which is the amount that was agreed upon by the Parties and preliminarily approved by the Court. Phoenix Decl. ¶ 17, Ex. B. For such reasons, it is requested that the Settlement Administrator's fees be approved.

IX. NOTICE TO THE LWDA

Concurrently with the filing of this Motion, Plaintiff uploads the relevant documentation to the Labor and Workforce Development Agency. Gavron Decl. ¶ 23; Ex. C.

X. CONCLUSION

For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiff respectfully submits that the standards for final approval have been met and the terms of the Stipulation 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: March 18, 2026

DIVERSITY LAW GROUP, P.C.

By:______________________________

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