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Attorneys for Plaintiffs Deborah Shaw, Denise Uribe, and the Putative Class

(Additional counsels listed on the next page.)

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DEBORAH SHAW, DENISE URIBE,
SONIA LEDOUX, DAUNTE JONES,
SUSAN TINNEY, DANIELE BLACKWELL,
TAVARIS MCCOY, individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

THE PERMANENTE MEDICAL GROUP,
INC., a California corporation; KAISER
FOUNDATION HEALTH PLAN, INC., a
California corporation; KAISER
FOUNDATION HOSPITALS, a California
corporation; SOUTHERN CALIFORNIA
PERMANENTE MEDICAL GROUP, a
California corporation, and DOES 1 to 100,
inclusive

Defendants.

CASE NO.: 22STCV11259

NOTICE OF ENTRY OF JUDGMENT

1 **WORKMAN LAW FIRM, PC**

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4 2325 3rd Street, Suite 329
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8 *Attorneys for Plaintiff Sonia LeDoux,*
9 *on behalf of herself and all others similarly situated*

10 **NATHAN & ASSOCIATES, APC**

11 Reuben D. Nathan (SBN 208436)
12 2901 W. Coast Highway, Suite 200
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17 **RIGHETTI GLUGOSKI, P.C.**

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24 Telephone: (415) 983-0900

25 *Attorneys for Plaintiffs Daunte Jones,*
26 *Susan Tinney, Daniele Blackwell,*
27 *Tavaris Mccoy and the Proposed Classes*

1 TO EACH PARTY AND THEIR ATTORNEYS OF RECORD:

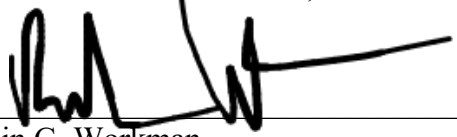
2 PLEASE TAKE NOTICE that on December 9, 2025, the Court entered an Order and
3 Judgment Granting Plaintiffs' Unopposed Motion For Order: 1) Granting Final Approval Of
4 Class Action And PAGA Settlement; 2) Approving Request For Claims Administrator Fee; 3)
5 Approving Request For Attorneys' Fees And Costs; 4) And, Approving Request For Incentive
6 Payment To Class Representative, a copy of which is attached hereto.

7 Pursuant to the terms in the Order and Judgment, ILYM, the settlement administrator,
8 will serve the notice on class members via upload to the class administration website,
9 <https://www.ilymgroup.com/scpmg>.

10
11 Dated: December 11, 2025

WORKMAN LAW FIRM, PC

12
13 By:

14 
15 Robin G. Workman
16 *Counsel for Plaintiff Sonia LeDoux*
17 *and on behalf of herself and all others*
18 *similarly situated*
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PROOF OF SERVICE

I, Cheryl Porter, hereby declare:

I am employed in the City and County of San Francisco, California in the office of a member of the bar of this court at whose direction the following service was made. I am over the age of eighteen years and not a party to the within action. My business address is Workman Law Firm, PC, 2325 3rd Street, Suite 329, San Francisco, California. My email address is cheryl@workmanlawpc.com. I am personally and readily familiar with the business practice of Workman Law Firm, PC for collection and transmission of documents for service via U.S. mail, Facsimile, Federal Express or other overnight mail service, personal delivery and electronic mail. On the date and time set forth below, I served the following document(s) in the following manners:

**ORDER AND JUDGMENT GRANTING PLAINTIFFS' UNOPPOSED MOTION
FOR ORDER: GRANTING FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT; APPROVING REQUEST FOR CLAIMS
ADMINISTRATOR FEE; APPROVING REQUEST FOR ATTORNEYS' FEES
AND COSTS; AND, APPROVING REQUEST FOR INCENTIVE PAYMENT TO
CLASS REPRESENTATIVE**

☒ **BY ELECTRONIC TRANSMISSION THROUGH CASE ANYWHERE**

I caused the foregoing document(s) to be sent to the parties listed on the Electronic Service List maintained by Case Anywhere in the manner set forth by the Court.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct, and that this declaration was executed on December 11, 2025, at San Francisco, California.


Cheryl Porter

EXHIBIT A

POTTER HANDY LLP

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Attorneys for Plaintiffs Deborah Shaw, Denise Uribe, and the Putative Class

(Additional counsels listed on the next page.)

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DEBORAH SHAW, DENISE URIBE,
SONIA LEDOUX, DAUNTE JONES,
SUSAN TINNEY, DANIELE BLACKWELL,
TAVARIS MCCOY, individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

THE PERMANENTE MEDICAL GROUP,
INC., a California corporation; KAISER
FOUNDATION HEALTH PLAN, INC., a
California corporation; KAISER
FOUNDATION HOSPITALS, a California
corporation; SOUTHERN CALIFORNIA
PERMANENTE MEDICAL GROUP, a
California corporation, and DOES 1 to 100,
inclusive

Defendants.

CASE NO.: 22STCV11259

**(~~PROPOSED~~) ORDER AND JUDGMENT
GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR ORDER:**

- 1. GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT;**
- 2. APPROVING REQUEST FOR CLAIMS ADMINISTRATOR FEE;**
- 3. APPROVING REQUEST FOR ATTORNEYS' FEES AND COSTS; AND,**
- 4. APPROVING REQUEST FOR INCENTIVE PAYMENT TO CLASS REPRESENTATIVES**

DATE: November 12, 2025
TIME: 8:30 a.m.
DEPT: SSC – 9
312 North Spring Street
Los Angeles, CA 90012

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26 *Susan Tinney, Daniele Blackwell,*

27 *Tavaris Mccoy and the Proposed Classes*

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Plaintiffs' Motion for Final Approval is GRANTED as the settlement is fair, adequate, and reasonable. The Court overrules the objections of Candice Diane Thompson, Roberta Tinajero, and Rai Warbasse.

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The proposed settlement seeks to resolve work-related expense reimbursement claims that allegedly accrued between the onset of the Covid-19 pandemic when Defendants instructed or allowed Proposed Class Members to work from home (March 1, 2020), and April 1, 2022 (the date when Defendants implemented an updated, universal reimbursement policy for the home office work-related expenses at issue). The settlement before the Court resolves the reimbursement claims during this time period for Proposed Class Members brought in three separate actions:

1 *Jones, et al. v. Kaiser Foundation Hospitals, et al.* (Los Angeles Sup. Ct. Case No.
2 23STCV04104) (the “*Jones Action*”), *Uribe, et al. v. Southern California Permanente Medical*
3 *Group* (Los Angeles Sup. Ct. Case No. 22STCV11259) (the “*Uribe Action*”), and *LeDoux v. The*
4 *Permanente Medical Group Inc.* (Alameda County Sup. Ct. Case No. 22CV019164) (the “*LeDoux*
5 *Action*”).

6 On December 3, 2021, Daunte Jones initiated an action against KFH and KFHP in
7 Alameda County Superior Court (the “*Original Jones Action*”), which was dismissed without
8 prejudice on February 14, 2023. On February 24, 2023, Jones, Danielle Blackwell, Tavaris
9 McCoy, and Susan Tinney initiated a new *Jones Action* against SCPMG, KFH, KFHP, and TPMG
10 in Los Angeles Superior Court. On April 4, 2022, Deborah Shaw and Denise Uribe initiated the
11 *Uribe Action* in Los Angeles Superior Court. Although the *Uribe Action* initially named SCPMG
12 and Kaiser Permanente International as defendants, the Third Amended Complaint served on
13 October 26, 2022 only names SCPMG as a defendant. On October 6, 2022, Sonia LeDoux
14 initiated the *LeDoux Action* against TPMG in Alameda County Superior Court.

15 On October 12, 2022, the parties to the *Original Jones Action* participated in a full day
16 mediation with mediator Jeff Wohl, Esq. which did not result in settlement. On September 14,
17 2023 and November 15, 2023, all the Parties participated in two full-day mediations with David
18 Rotman, which ultimately resulted in settlement after continued discussions. The terms of
19 settlement were finalized in the long-form *Class Action Settlement Agreement* (“*Settlement*
20 *Agreement*”), a copy of which was filed with the Court on February 20, 2025.

21 On April 2, 2025, the Court issued a “checklist” to the parties pertaining to deficiencies in
22 the proposed settlement. In response, the parties filed further briefing, including the Amended
23 Settlement Agreement attached as Exhibit B to the Supplemental Declaration of Robin G.
24 Workman filed May 7, 2025. All references below are to that agreement. Additional signatures are
25 on the copy of the agreement attached to the Supplemental Declaration of James M. Treglio filed
26 May 9, 2025.

27 On June 11, 2025, the Court granted preliminary approval of the settlement. Notice was
28 given to the Class Members as ordered (see Declaration of Nick Castro (“*Castro Decl.*”). Now

1 before the Court is the Motion for Final Approval of the Settlement.

2 **REQUEST FOR JUDICIAL NOTICE**

3 In support of the Final Approval motion, Plaintiffs request judicial notice of seventeen
4 documents that were previously filed in this action in connection with Plaintiffs' Motion for
5 Preliminary Approval. Judicial notice of these documents is unnecessary as they are already
6 properly before the Court.

7 **SETTLEMENT CLASS DEFINITION**

8 "Class Members" means all exempt and nonexempt individuals employed in the State of
9 California by Defendants who primarily worked from home for some period of time between
10 March 1, 2020 and April 1, 2022 (the "Class Period"). An employee will be considered to have
11 "primarily worked from home for some period of time" if, for six consecutive weeks or longer, at
12 least 51% of the time they worked was worked from home. Employees who were sent home but
13 not expected to provide active services for Defendants do not qualify as having worked from
14 home. Defendants have established and has represented that there are 31,028 Class Members who
15 worked 3,048,860 workweeks during the Class Period. The parties agree that Defendants'
16 telecommuting, expense reimbursement, and relevant work location data shall be used to identify
17 Class Members. Employees who participated in and/or were covered by the *Chasmine Shaw v.*
18 *Kaiser Foundation Health Plan, Inc.* settlement are not Class Members for purposes of this
19 settlement. It shall be an opt-out class. Moreover, employees in Defendants' Executive Region are
20 not Class Members for purposes of this settlement. (§1.5)

21 "Class Period" or "Settlement Period" means the period from March 1, 2020 through April
22 1, 2022. (§1.12)

23 "Aggrieved Employees" means all exempt and nonexempt individuals employed in the
24 State of California by Defendants who primarily worked from home for some period of time
25 between December 2, 2020 and April 1, 2022 (the "PAGA Period"). An employee will be
26 considered to have "primarily worked from home for some period of time" if, for six consecutive
27 weeks or longer, at least 51% of the time they worked was worked from home. Employees who
28 were sent home but not expected to provide active services for Defendants do not qualify as

1 having worked from home. Defendants have established and has represented that there are 30,763
2 Aggrieved Employees who worked 997,651 pay periods during the PAGA Period. The parties
3 agree that Defendants' telecommuting, expense reimbursement, and relevant work location data
4 shall be used to identify Aggrieved Employees. Employees who participated in and/or were
5 covered by the *Chasmine Shaw v. Kaiser Foundation Health Plan, Inc.* settlement are not
6 Aggrieved Employees for purposes of this settlement. Moreover, employees in Defendants'
7 Executive Region (i.e., executives working for Defendants who are identified in Defendants' HR
8 data as falling within Defendants' "Executive Region") are not Aggrieved Employees for purposes
9 of this settlement. (¶1.4)

10 "PAGA Period" means the period from December 2, 2020 through April 1, 2022. (¶1.29)

11 "Participating Class Member" means a Class Member who does not submit a valid and
12 timely Request for Exclusion from the Settlement. (¶1.33)

13 **TERMS OF SETTLEMENT AGREEMENT**

14 The essential terms are as follows:

15 The Gross Settlement Amount ("GSA") is **\$15,000,000**, non-reversionary. (¶3.1)

- 16 • Escalator Clause: The parties recognize that the Gross Settlement Amount is
17 predicated upon the number of Workweeks being not greater than 15 percent more
18 than 3,053,732 for the period March 1, 2020 through April 1, 2022. If the actual
19 number Workweeks worked by Class Members during the Class Period is greater
20 than 15% more than 3,053,732, the Gross Settlement Amount will be increased on
21 a pro rata basis. By way of examples, if the overage is reached, then if the excess is
22 16% then the increase in the Gross Settlement Amount will be 1%; if the excess is
23 17% then the increase will be 2%, etc. (¶8)
- 24 • At final approval, the settlement administrator represents that the total number of
25 Settlement Class Member workweeks is 3,039,624. (Castro Decl., ¶13.)
26 Accordingly, the escalator clause was not triggered.

27 The Net Settlement Amount ("Net") estimated at preliminary approval (**\$9,240,000**) is the
28 GSA minus the following:

- Up to **\$5,000,000** (33 1/3%) for attorney fees (§3.2.2);
- Up to **\$100,000** for litigation costs (*Ibid.*);
- Up to **\$35,000 [\$5,000 each]** for a Service Payment to each Named Plaintiff (§3.2.1);
- Up to **\$125,000** for settlement administration costs (§3.2.3); and
- Payment of **\$500,000** PAGA penalty (75% or \$375,000 to the LWDA). (§3.2.5)

Defendants will pay payroll taxes in addition to the GSA. (§3.1)

There is no claim form requirement. (§3.1)

Individual Settlement Payment Calculation: Each Participating Class Member will be entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share of the Net Settlement Amount, calculated by (i) the number of the Participating Class Member's weeks worked during the Class Period, divided by (ii) the total weeks worked of all Participating Class Members during the Class Period. Determination of the number of weeks that a Participating Class Member worked shall be based on Defendants' time records. The Parties will consider in good faith any challenge to the weeks worked supplied by Defendants to the Settlement Administrator. The Settlement Administrator shall examine all evidence submitted and make a decision regarding the challenge. The determination of the Settlement Administrator shall be final. (§3.2.4) Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. (§3.2.4.2)

- PAGA Payments: The Individual PAGA Payments shall be paid to all Aggrieved Employees (regardless of whether they opt out of the Settlement Class) who worked for Defendants at any time during the PAGA Period, based on their proportional number of pay periods worked for Defendants during the PAGA Period. The Administrator will calculate each Individual PAGA Payment as follows: The amount of the payment will be calculated on a pro rata basis by the Settlement Administrator based on an Aggrieved Employee's individual pay periods worked during the PAGA

1 Period in relation to the total pay periods worked by all Aggrieved Employees during
2 the PAGA Period. (§3.2.5.1)

- 3 • Tax Allocation: Each Participating Class Member's Individual Class Payments will be
4 allocated as follows: 30% as wages, 70% as interest and penalties. (§3.2.4.1) The
5 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
6 (§3.2.5.2)

7 Response Deadline: "Response Deadline" means 45 days after the Administrator mails
8 Notice to Class Members and Aggrieved Employees (attached as Exhibit A) ("Class Notices"),
9 and shall be the last date on which Class Members may (a) fax, email, or mail Requests for
10 Exclusion from the Settlement, or (b) fax, email, or mail objections to the Settlement. Class
11 Members to whom Class Notices are resent after having been returned undeliverable to the
12 Administrator shall have an additional 14 calendar days beyond the Response Deadline. (§1.41)
13 The same deadlines apply to the submission of workweek disputes. (§7.6)

- 14 • If the number of valid Requests for Exclusion identified in the Exclusion List exceeds
15 2% of the total of all Class Members, then Defendants may, but need not, elect to
16 withdraw from the Settlement. (§9)

17 Funding of Settlement: Within 5 business days of the Effective Date, the Administrator
18 shall provide Defendants with the documents and information necessary in order for Defendants to
19 fund the settlement, including the information that Defendants will need in order to pay their share
20 of the payroll taxes owed. Defendants shall fully fund the Gross Settlement Amount, and also fund
21 the amounts necessary to fully pay their share of payroll taxes, by transmitting the funds to the
22 Administrator no later than 20 business days after the Effective Date. (§4.2)

23 Disbursement: Within 35 business days of the Effective Date, the Administrator will mail
24 checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
25 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
26 Counsel Litigation Expenses Payment, and the Class Representative Service Payments.
27 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
28 Payment, and the Class Representative Service Payments shall not precede disbursement of

1 Individual Class Payments and Individual PAGA Payments. (§4.3)

2 Uncashed Settlement Checks: The face of each check shall prominently state the date (not
3 less than 180 days after the date of mailing) when the check will be voided. (§4.3.1) The
4 Settlement Administrator will mail postcards to Class Members who have not cashed or negotiated
5 their checks 30 days before those checks expire reminding them of the expiration deadline. For
6 any Class Member whose Individual Class Payment check or Individual PAGA Payment check is
7 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented
8 by such checks to the California Unclaimed Property Fund in the name of the Participating Class
9 Member, thereby leaving no “unpaid residue” subject to the requirements of Code of Civil
10 Procedure section 384, subdivision (b). (§4.3.3)

11 The settlement administrator will be ILYM Group, Inc. (§7.1)

12 • Notice of Final Judgment will be posted on the Settlement Administrator’s website.
13 (§7.8.1)

14 • The proposed Settlement Agreement was submitted to the LWDA on May 7, 2025.
15 (Supp. Workman Decl. ISO Prelim, Exhibit E.)

16 • Releases and Preclusion of Claims. Upon the date that Defendants fully fund the
17 Settlement, and except as to the right to enforce the terms and conditions of the
18 Settlement: (§5)

- 19 ○ Release by Participating Class Members: All Participating Class Members fully
20 release Defendants and their present and former affiliates and all of their
21 officers, directors, employees, agents, servants, registered representatives,
22 attorneys, insurers, successors and assigns, and any other persons acting by
23 through, under or in concert with any of them (“Releasees”), from any and all
24 claims, debts, liabilities, demands, obligations, penalties, premium pay,
25 guarantees, costs, expenses, attorney’s fees, damages, actions or causes of
26 action of whatever kind or nature, alleged in the Fourth Amended Complaint
27 under any legal theory under federal and state law for any alleged failure to
28 reimburse business expenses, for the period from March 1, 2020 through April

1, 2022. This Release shall include all claims and theories regarding reimbursement of expenses arising under any applicable laws and legal theories, including under the California Labor Code, the California Business and Professions Code, the applicable Wage Orders, and the applicable regulations. For example, and without limiting the foregoing, the release shall include expense claims to the extent they exist under Labor Code sections 201, 202, 203, 204, 226, and 2802, claims under Business and Professions Code section 17200 et seq., and claims for related expense claim penalties, interest, and attorneys' fees based on alleged violations of the above Labor Code provisions. (§5.1)

- Release by Aggrieved Employees: All Aggrieved Employees fully release and discharge the Releasees from any and all claims under the PAGA premised on the facts and/or allegations in the Fourth Amended Complaint that arose during the PAGA Period (the "PAGA Release"). It is understood and acknowledged that Aggrieved Employees entitled to a share of the PAGA Penalties will be issued payment for their share of the PAGA Penalties and will not have the opportunity to opt out of, or object to, the PAGA Release as set forth in this Paragraph. The PAGA Release is binding upon all Aggrieved Employees upon Court approval and payment of the PAGA Penalties. Further, the Aggrieved Employees are bound by the PAGA Release regardless of whether they cash the check with their PAGA Payment. (§5.2)

- "PAGA Notice" means any and all letters submitted by Plaintiffs to Defendants and the LWDA in connection with the Actions, providing notice pursuant to Labor Code section 2699.3, subdivision (a). This includes the letters submitted by Plaintiffs on the following dates: December 2, 2021, February 27, 2022, October 18, 2022, and December 21, 2022. (§1.31)

- Because future PAGA claims are subject to claim preclusion upon entry

of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for and will receive an Individual PAGA Payment. (¶7.5.4)

- “Released Parties” means Defendants and their present and former affiliates and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them. (¶1.39)
- Named Plaintiffs will also provide a general release and CC § 1542 waiver. (¶5.3) With the exception of Plaintiff LeDoux, who does not release the claims asserted in the *In Re: Kaiser Vaccine Exemption Cases*, JCCP No. 5274. (*Id*)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

The Court preliminarily found in its Order of June 11, 2025 that the presumption of fairness should be applied. No facts have come to the Court’s attention that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption of fairness as set forth in the preliminary approval order.

B. Is the settlement fair, adequate, and reasonable?

The settlement was preliminarily found to be fair, adequate and reasonable. Notice has now been given to the Class.

Reaction of the class members to the proposed settlement.

Number of class members: 31,030 (Castro Decl., ¶¶5, 8.)

Number of notice packets mailed: 31,030 (*Id.* at ¶¶7-8.)

Number of undeliverable notices: 158 (*Id.* at ¶9.)

Number of opt-outs: 91 (*Id.* at ¶10.)

Number of objections: 3 (*Ibid.*)

Number of participating class members: 30,939 (*Id.* at ¶11.)

Average individual payment: \$298.65 (*Id.* at ¶13.)

Highest individual payment: \$334.38 (*Ibid.*)

Objections (see Exhibit B to Castro Decl.):

1. Objector Candice Diane Thompson objects to the settlement asserting that she was “fully reimbursed for all reasonable and necessary business expenses incurred while working from home” for Defendant during the Class Period, and she is of the belief that she is not eligible for additional relief under the proposed terms. Ms. Thompson neither states that the settlement is unfair nor objects to any of its terms. Therefore, the Court overrules Ms. Thompson’s objection as she has not presented any grounds upon which to rule.
2. Objector Roberta Tinajero objects to the settlement contending that “[t]he proposed settlement would be better utilized going toward maintaining a system of quality health care.” Ms. Tinajero does not clearly state that the settlement is unfair. Nor does Ms. Tinajero object to any of its terms. Therefore, the Court overrules Ms. Tinajero’s objection as she has not presented any grounds upon which to rule.
3. Objector Rai Warbasse objects to the settlement asserting that during the COVID-19 pandemic, Defendant “provided all necessary tools and resources to enable IT employees to perform their duties remotely” and that he did not feel Defendant owed him additional compensation for working from home. Rai Warbasse contends that this class action suit alleging failure to reimburse employees for remote work is “unjustifiable.” While Mr. Warbasse indicates that he does not agree with the litigation, he does not state any actual grounds upon which he objects to the settlement or its terms. Therefore, the Court overrules Mr. Warbasse’s objection.

Exclusions:

All Class Members are bound by the Order and Judgment and are barred for pursuing, or seeking to reopen, any of the Released Claims as defined in the Settlement Agreement, excluding the people listed below who submitted timely Requests for Exclusion and opted out of the settlement class:

1 Yingzi Liu, Cindy L Gelowicz, Mirza Marlene Meek, Diana Marie Rentz,
2 Erika Jeanneth Emanuel, Melissa Therese Blanco, Rebecca S Davis,
3 Patricia J. Sweetman, Regina M Tipton, Tara Jordan, Carlos Villalobos,
4 Coco C Robinson, Randy Thomas, Gwendolyn Vialpando, Lucy A Ames,
5 Galina Kovaleva, Angela Maria Vallecillo, Deborah Johnson, Donald P
6 Monroe II, Shari P Mapp, Beata K Fields, Cathy McCool, Dale William
7 Coulter, Wendi Milka, Mark Punzal, Paula Jean Hess, Marisela Gonzalez,
8 Kathy M Kennedy, Kathleen Hamilton Allen, Matthew M Eastman, Colin
9 Dawson, Christopher Edward Cappiello, Jennifer Romero, Daniel W Souza,
10 Lena E Watts, Wilma V Johnson, Garnet R Martinez, Sammy Yoo, Leslie
11 Ellen Roseman, Karen Su, Kyle Masaru Yamamoto, Boparai Harpreet Kaur
12 Grewal, Joy M. Miike, Aimee B Stout, Patricia Rose Domenickine, Barbara
13 Perrance, Tori Lea Gill, Jan M Tyler, Karla Acosta Ormond, Nunez Marcos
14 R Garcia, May Lorraine Selga, Lisa K Mielbrecht, Jennifer Beckendorf
15 Oliver, Randall J Wong, Tamas Nemeth, Maria L. Morgan, Katrina M
16 Gonzalez, Shruti Pawar, Aashika Suseendran, Roberto Lara Ramirez,
17 Christine Kobelka, Gonzalez Ana J Moncada, Malini Nagpal, Richard L
18 Adams, Susan R. Flores, Debra Renee Wogksch Stich, Charlotte P
19 Edwards, Kari D Berglund, Linda Susan Flores, David J Johnson, Jessica Y.
20 Tiong, Pamela Jane Zinniel, Michelle A Richardson, Shannon Malia
21 Decker, Vincent Q Phung, Gaston Martin, Ramya Ravindran, Long
22 Ackerman, April Joan Weaver, Timothy J Stapel, Charlene C Levitt, Parvati
23 Devi Kandeswami, Sheela R Gonuguntla, Joshua T. McKee, Sarah Roos,
24 Jessica Michelle Skroko, Julie Renee Munneke, Grace A Triemstra,
25 Thomas Jaehne, Robin Elizabeth Boardman, and Julie K Rhee.

26 Notice:

27 The Court finds that the notice was given as directed and conforms to due process
28 requirements. Given the reactions of the Class Members to the proposed settlement and for the

reasons set for in the Preliminary Approval order, the settlement is found to be fair, adequate, and reasonable.

C. Attorney Fees and Costs

Class Counsel requests an award of **\$5,000,000** in fees and **\$74,627.98** in costs. (Memo ISO Attorneys' Fees at 11:15-18.) The Settlement Agreement provides for up to \$5,000,000 (33 1/3%) for attorney fees and up to \$100,000 in costs (§3.2.2).

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254.) Here, class counsel request attorney fees using the percentage method, as crosschecked by lodestar. (Memo ISO Attorneys' Fees at pp. 14-24.)

In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503.) The fee request represents one-third of the gross settlement amount, which is the average generally awarded in class actions. (See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 ["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."].)

Class Counsel has provided information, summarized below, from which the lodestar may be calculated:

Attorneys	Rates	Hours		Totals
Potter Handy, LLP	\$250-975	304.4		\$224,797.50
Righetti Glugoski, P.C.	\$250-1,200	627.4		\$1,392,335.00
Workman Law Firm, PC	\$250-1,100	654.8		\$581,942.50
Nathan & Associates, A.P.C.	\$1,050	1,047.5		\$1,099,875.00
Totals				\$3,298,950.00

(Declaration of James M. Treglio ISO Final, ¶11; Declaration of Matthew Righetti ISO Final, Exhibit 2; Declaration of Robin G. Workman ISO Final, Exhibit L; Declaration of Reuben D. Nathan ISO Final, Exhibit A.)

Counsel's percentage-based fee request is higher than the unadjusted lodestar, and would represent application of a multiplier of approximately 1.52x.

Fee Split:

Plaintiffs' Counsel agree to the following allocation of attorneys' fees awarded from the common fund: Because the Righetti Glugoski, P.C, and Nathan & Associates, A.P.C. brought an action against the KFHP and KFH entities, Plaintiffs' Counsel agree that they would receive 63.5% of the \$5,000,000 attorneys' fee award, or \$3,175,000. The firms will divide this amount 1/2 to Righetti Glugoski, P.C., and 1/2 to Nathan & Associates. Because the Potter Handy, LLP firm brought an action against SCPMG, Plaintiffs' Counsel agree to allocate to Potter Handy 15.8% of the \$5,000,000 attorneys' fee award, or \$790,000. Because the Workman Law Firm, PC brought an action against TPMG, Plaintiffs' Counsel agree to allocate 20.7% of the \$5,000,000 attorneys' fee award, or \$1,035,000, to the Workman Law Firm. (Supp. Workman Decl. ISO Prelim, ¶¶9-11.) All Plaintiffs acknowledged and agreed to the fee agreed to by Plaintiffs' Counsel. (*Id.* at ¶12.)

Here, the **\$5,000,000** fee request represents a reasonable percentage of the total funds paid by Defendant. Notice of the fee request was provided to class members in the notice packet, and no one specifically objected to it. (Castro Decl., ¶10.)

Costs:

As for costs, Class Counsel is requesting a cost amount of **\$74,627.98**. This is less than the \$100,000 cap estimated at preliminary approval, which was disclosed to Class Members in the Notice and not specifically objected to. (Castro Decl., ¶10.) Counsel represent that costs include, but are not limited to: Mediation, Experts, Filing and Service Fees, Case Anywhere, and more. (Declaration of James M. Treglio ISO Final, ¶14; Declaration of Matthew Righetti ISO Final, Exhibit 3; Declaration of Robin G. Workman ISO Final, Exhibit L; Declaration of Reuben D. Nathan ISO Final, Exhibit B.) These costs appear to be reasonable in amount and reasonably necessary to this litigation.

Based on the above, the Court hereby awards **\$5,000,000** in fees and **\$74,627.98** in costs.

1 **D. Incentive Awards**

2 The class representatives, Deborah Shaw, Denise Uribe, Sonia LeDoux, Daunte Jones,
3 Susan Tinney, Daniele Blackwell, and Tavaris McCoy, seek enhancement payments of **\$5,000**
4 **each** for their contributions to the action. (Memo ISO Attorneys' Fees at 11:6-7.)

5 In connection with the final fairness hearing, named Plaintiffs must submit declarations
6 attesting to why they should be entitled to an enhancement award in the proposed amount. The
7 named Plaintiffs must explain why they "should be compensated for the expense or risk he has
8 incurred in conferring a benefit on other members of the class." (*Clark v. American Residential*
9 *Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement
10 awards of thousands of dollars with "nothing more than *pro forma* claims as to 'countless' hours
11 expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of
12 quantification of time and effort expended on the litigation, and in the form of reasoned
13 explanation of financial or other risks incurred by the named plaintiffs, is required in order for the
14 trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to
15 participate in the suit" (*Id.* at 806-807, italics and ellipsis in original.)

16 Each Plaintiff represents that his or her contributions to this litigation included, but were
17 not limited to: providing information and documents to counsel, answering questions, discussing
18 case strategy with counsel, speaking to other Class Members about their experiences working for
19 Defendant, preparing for and participating in or being available during the mediation, and
20 reviewing the settlement. (Declaration of Deborah Shaw ISO Prelim, ¶7; Declaration of Denise
21 Uribe ISO Prelim, ¶7; Declaration of Sonia LeDoux ISO Prelim, ¶6; Declaration of Daunte Jones
22 ISO Prelim, ¶¶5-16; Declaration of Susan Tinney ISO Prelim, ¶¶5-16; Declaration of Daniele
23 Blackwell ISO Prelim, ¶¶5-16; Declaration of Tavaris McCoy ISO Prelim, ¶¶5-16.)

24 Based on the above, as well as the benefits obtained on behalf of the class, the Court
25 hereby grants the enhancement payment in the requested amount of **\$5,000 each** to the Plaintiffs.

26 **E. Settlement Administration Costs**

27 The settlement administrator, ILYM Group, Inc., is requesting **\$125,000** for the costs of
28 settlement administration. (Castro Decl., ¶14.) This equals the cost of \$125,000 estimated at

1 preliminary approval (§3.2.3) and disclosed to the Class on the Notice form, to which there were
2 no specific objections. (Castro Decl., ¶10.) Based on the above, the Court hereby awards
3 administration costs in the requested amount of **\$125,000**.

4 **CONCLUSION AND ORDER**

5 The Parties' Motion for Final Approval of class action settlement is **GRANTED** as the
6 settlement is fair, adequate, and reasonable.

7 The Court overrules the objections of Candice Diane Thompson, Roberta Tinajero, and Rai
8 Warbasse.

9 The essential terms are:

- 10 • The Gross Settlement Amount ("GSA") is **\$15,000,000**, non-reversionary. (¶3.1)
- 11 • The Court hereby approves and awards the following from the GSA:
 - 12 ○ **\$5,000,000** for attorney fees to Class Counsel, Potter Handy LLP, Workman Law
 - 13 Firm, PC, Nathan & Associates, APC, and Righetti Glugoski, P.C. (¶3.2.2);
 - 14 ○ **\$74,627.98** for attorney costs to Class Counsel (*Ibid.*);
 - 15 ○ **\$5,000** as a Service Payment to each named class representatives, Deborah Shaw,
 - 16 Denise Uribe, Sonia LeDoux, Daunte Jones, Susan Tinney, Daniele Blackwell, and
 - 17 Tavaris McCoy, for a total of **\$35,000** (¶3.2.1);
 - 18 ○ **\$125,000** for settlement administration costs to ILYM Group, Inc. (¶3.2.3); and
 - 19 ○ **\$500,000** PAGA penalty (75% or \$375,000 to the LWDA; and 25% or \$125,000 to
 - 20 the Aggrieved Employees). (¶3.2.5.)
- 21 • Defendants' payment of their share of payroll taxes owed in addition to the GSA.
- 22 (¶3.1.)
- 23 • Plaintiffs' release of Defendants from claims described herein.

24 By **January 12, 2026**, Class Counsel must give notice to the class members pursuant to
25 California Rules of Court, Rule 3.771(b) (which may be effected by posting on the
26 Administrator's website if consistent with the parties' Class Action Settlement) and to the LWDA,
27 if applicable, pursuant to Labor Code §2699 (1)(3).

28 By **August 12, 2026**, Class Counsel must file a Final Report re: Distribution of the

1 settlement funds.

2 The Court hereby sets a Non-Appeal Case Review for **August 19, 2026**, 8:30 a.m.,
3 Department 9.

4 Upon entry of this Order and Judgment, the Parties shall effectuate all terms of the
5 Settlement based on the provisions and timelines set forth in the Settlement Agreement.

6 After entry of this Order, pursuant to the Settlement Agreement, the Court shall retain
7 jurisdiction of the Action to interpret, implement, and enforce the Settlement Agreement and this
8 Order and Judgment.

9 **IT IS SO ORDERED.**

10
11 Dated: 12/09/2025



Hon. Elaine Lu
Judge of the Superior Court