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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

SARAH MAGANA, individually, and on behalf of other members of the public similarly situated; Plaintiff, vs. GOYA FOODS OF CALIFORNIA, INC., a California corporation; GOYA FOODS, INC., an unknown business entity; and DOES 1 through 100, inclusive, Defendants.	Case No.: 20STCV43233 **<u>CLASS ACTION</u>** **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: March 14, 2025 Time: 9:00 a.m. Dept.: 6 Complaint Filed: November 12, 2020 Trial Date: N/A
SARAH MAGANA, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiff, vs. GOYA FOODS OF CALIFORNIA, INC., a California corporation; GOYA FOODS, INC., an unknown business entity; and DOES 1 through 100, inclusive, Defendants.	Case No.: 21PSCV00004 Honorable Elihu M. Berle Department 6 Complaint Filed: January 4, 2021 Jury Trial Date: None Set

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TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on March 14, 2025, at 9:00 a.m. in Department 6 of the above-captioned Court, the Honorable Elihu M. Berle presiding, and pursuant to Cal. Code Civ. Proc. § 382, Cal. R. Ct. 3.769, and Cal. Lab. Code § 2699(I)(2), Plaintiff Sarah Magana ("Plaintiff"), will and hereby does move this Court the Court for an Order granting preliminary approval of the Class Action Settlement Agreement and Release (the "Settlement," attached as Exhibit 1 to the accompanying Declaration of Carolyn Hunt Cottrell), between Defendants Goya Foods of California, Inc. and Goya Foods, Inc. (together, "Defendants") and Plaintiff and resolving the class and Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.,* claims in this action. Defendants do not oppose this motion. In particular, Plaintiff moves for an order:

1. Preliminarily approving the Settlement attached as **Exhibit 1** to the Declaration of Carolyn H. Cottrell in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed concurrently herewith;

2. Conditionally certifying the proposed Class[1] for settlement purposes under Cal. Code Civ. Proc. § 382 for settlement purposes only;

3. Enjoining Class Members from initiating or prosecuting any claim to be released under this Agreement, unless they first submit a request for exclusion from the Settlement;

4. Approving the proposed form of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice," attached as **Exhibit A** to the Settlement) and finding that the proposed method of disseminating the Class Notice meets the requirements of due process and constitutes the best notice practicable under the circumstances;

5. Preliminarily appointing and approving Schneider Wallace Cottrell Konecky LLP and Lawyers for Justice, PC as Class Counsel for the Class;

6. Preliminarily approving Class Counsel's request for attorneys' fees and costs;

7. Preliminarily appointing and approving Plaintiff Sarah Magana as Class representative for the Class;

8. Preliminarily appointing and approving Apex Class Action Administration LLC ("Apex") as the Settlement Administrator for the Class;

9. Authorizing the Settlement Administrator to mail and email the approved Class Notice to the Class and Aggrieved Employees as set forth in the Settlement;

10. Setting a date for Plaintiff's motion for final approval of the Settlement, the requested

[1] Capitalized terms not defined herein have the same meanings ascribed to them in the Settlement.

Service Award and Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs;

11. Setting a date for the hearing on Plaintiff's motion for final approval of the Settlement; and

12. Preliminarily approving the proposed implementation schedule for the Settlement administration process:

Event	**Deadline**
Deadline for Defendants to provide Apex with the Class List	Within ten (10) business days after the Court's Preliminary Approval of the Settlement
Deadline for Apex to mail the Class Notice to Class Members and Aggrieved Employees	Within ten (10) business days after receipt of the Class List
Deadline for Class Members to postmark written requests to opt-out or file objections to the Settlement ("Notice Deadline")	Sixty (60) days after the Class Notice is initially mailed to the Class
Deadline for Apex to provide all counsel with a report showing: (i) the names of Class Members and Aggrieved Employees; (ii) the Settlement Awards owed to each Class Member and Aggrieved Employee; (iii) the names of the Released Subclass Members, (iv) the final number of Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; and (v) the number of undeliverable Notices of Settlement	Within ten (10) business days after the Notice Deadline
Deadline for filing of Plaintiff's motion for final approval of the Settlement	As soon as practicable
Effective Date	the date by when both of the following have occurred; the Court enters a judgement on its order granting final approval of the settlement, and the judgement is final. The judgment is final as of the latest of the following: (a) if there are no objections submitted, entry by the Court of a final approval order and judgment finally certifying the Settlement Class and approving the settlement (b) if there are objections to the settlement that have been filed and no appeal, writ, or other appellate proceeding is timely initiated, the day after the deadline for filing a notice of appeal from the judgment; or (c) if there are objections to the settlement that have been filed and any appeal, writ, or other appellate proceeding opposing the Court's final approval order is timely filed, five (5) days after such proceeding is finally and conclusively dismissed with no right to pursue further remedies or relief (e.g., the appellate court affirms the judgment and issues a remittitur)

Event	Deadline
Deadline for Defendants to fund the Gross Settlement Amount into Apex's designated account	Within ten (10) days of the Effective Date
Deadline for Defendants to implement and confirm via signed affidavit the equitable/injunctive relief provided in the Settlement	As soon as practicable
Deadline for Apex to calculate the employer's share of taxes and provide Defendants with the total amount of employers' share of taxes	Within five (5) business days after the final settlement payment calculations are approved
Deadline for Defendants to deposit the calculated employer tax contributions	Within fourteen (14) business days after Apex provides the total employer tax contributions due
Deadline for Apex to make payment for the: payments to itself for Settlement Administrator Costs from the Gross Settlement Amount; payments to Class Counsel for Class Counsel's Costs and Fee Award from the Gross Settlement Amount; Service Award to the Plaintiff as class representative from the Gross Settlement Amount; individual Settlement Awards to Participating Class Members from the Net Settlement Amount; and payments to the LWDA and to the Aggrieved Employees from the PAGA Payment	Within ten (10) days after Defendants fund the Gross Settlement Amount
Deadline for Apex to send reminder postcards via mail and email to employees who have yet to cash their settlement checks	Ninety (90) days after issuance
Check-cashing deadline	One hundred eighty (180) days after issuance
Deadline for Apex to provide written certification of completion of administration of the Settlement to counsel for all Parties and the Court	Within ten (10) business days after the check-cashing deadline
Deadline for Apex to tender uncashed check funds to the check funds to the *cy pres* recipient or redistribute uncashed check funds to Class Members who cashed their individual Settlement Award checks	As soon as practicable
Deadline for Plaintiff to file a Post-Distribution Accounting report	Within twenty-one (21) days after the final distribution of any remaining monies

This Motion is based on this notice; the following Memorandum of Points and Authorities; the Declaration of Ori Edelstein in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ("Edelstein Decl."), Declaration of Melissa LeBlanc-Mansell in Support of

Motion for Preliminary Approval of Class Action and PAGA Settlement ("LeBlanc-Mansell Decl."), Declaration of Sarah Magana in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ("Magana Decl."), Declaration of Settlement Administrator for Apex Class Action Administration LLC ("Apex Decl."), and Declaration of Proposed *Cy Pres* Recipient Legal Aid Foundation of Los Angeles ("LAFLA Decl."), all filed concurrently herewith; all other records, pleadings, and papers on file in the consolidated action; and any other evidence or argument as may be presented to the Court at the hearing on this Motion.

Dated: February 18, 2025

Respectfully Submitted,

Carolyn H. Cottrell
Ori Edelstein
Michelle S. Lim
Elizabeth R. Klos
SCHNEIDER WALLACE
COTTRELL KONECKY LLP

Attorneys for Plaintiff, the Class, and on behalf of the State of California and Aggrieved Employees

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I. INTRODUCTION

After over four years of intense litigation, including discovery, motion practice leading to the certification of three subclasses, three mediations with experienced wage and hour litigators, exhaustive discovery and outreach, and extensive arm's-length negotiations between counsel, the Parties have reached a Settlement of these wage and hour class and PAGA actions. Plaintiff now seeks preliminary approval of the proposed Settlement.

These actions are based on Defendants' alleged violations of California wage and hour laws, resulting in, *inter alia,* the underpayment of wages and the failure to provide compliant meal periods to approximately 209 Class Members and 167 Aggrieved Employees, who are current and former non-exempt employees who worked for Defendants in California between November 12, 2016 and November 14, 2024.

With this non-reversionary Settlement of $1,500,000, the Parties are resolving claims that almost certainly never would have been prosecuted as individual actions. In addition to the strong monetary recovery represented by the Settlement, it also provides injunctive relief that commits Defendants to revise and implement their policies and practices to comply with the Labor Code that would benefit all Class Members and Aggrieved Employees and would assist in the prevention of any future Labor Code violations. The Settlement provides an excellent benefit to the members of the Class, Aggrieved Employees, and the State of California and an efficient outcome in the face of expanding litigation. The Settlement easily falls within the range of reasonableness required for preliminary approval, and the Settlement provides the Parties' agreement that the proposed Class satisfies all the criteria for class certification under Cal. Code Civ. Proc. § 382.

Accordingly, Plaintiff respectfully requests that the Court preliminarily approve the Settlement, certify the Class for settlement purposes, authorize distribution of the Class Notice, approve the proposed schedule for administering the Settlement, and set a Final Approval Hearing.

II. FACTUAL AND PROCEDURAL BACKGROUND

On November 12, 2020, Plaintiff Sarah Magana initiated her California class action before this Court. (Edelstein Decl., ¶ 10.) On January 4, 2021, after Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") of her intent to pursue her PAGA action against Goya, she filed her PAGA complaint. (*Ibid.*). These two actions were deemed related on September 2, 2021, and the PAGA matter was stayed. (*Id.,* ¶ 11.)

The Complaints allege that Defendants violated multiple Labor Code sections including: (1)

failure to pay minimum and overtime wages; (2) failure to provide meal and rest periods; (3) failure to timely pay final wages during employment and upon separation of employment; (4) failure to provide accurate, itemized wage statements; (5) failure to keep requisite payroll records; (6) failure to reimburse work-related business expenses; (7) unlawful business practices; and (8) violations of the PAGA. (*Id.,* ¶ 10.)

On May 12, 2022, the parties attended private mediation with experienced wage and hour mediator, Jeff Krivis, in an attempt to resolve the class and PAGA matters, but the mediation was not successful. (*Id.,* ¶ 12.) On August 11, 2023, the Parties again attempt to mediate the case with another experienced wage and hour mediator, Judge Raul Ramirez (ret.), but the mediation was, again, unsuccessful. (*Id.,* ¶ 13.)

Following the Parties' unsuccessful attempts to informally resolve this matter, the Parties reengaged in the litigation. (*Id.,* ¶ 14.) Plaintiff conducted significant written discovery, as well as depositions of Defendants' corporate witnesses. (*Id.,* ¶¶ 15-16.) In response to Plaintiff's discovery efforts, Defendants provided Plaintiff with numerous policy documents and data, as well as extensive timekeeping and payroll records for nearly the entire putative class, which were then analyzed by Plaintiff's expert, David Breshears. (*Id.,* ¶ 17.) With respect to Plaintiff's outreach efforts, Plaintiff conducted multiple interviews with putative Class Members and Aggrieved Employees and gathered declarations from two of them about their experiences with regards to their experiences working for Goya. (*Id.,* ¶ 18.)

On July 10, 2024, the Class Certification Motion was granted in part, certifying three subclasses of workers in California: (1) the Rounding Subclass; (2) the Meal Break Subclass; and (3) the Wage Statement Subclass. (*Id.,* ¶ 19.)[2] The Court declined to include in the certified subclasses individuals who signed a "Settlement Agreement and Release of Claims" with Defendants, which purported to release such individual's wage and hour claims including those that were certified in this matter, and individuals who signed arbitration agreements with the Defendants. (*Ibid.*)

On November 5, 2024, the parties participated in an all-day mediation with experienced wage and hour mediator, Steven Pearl. (*Id.*, ¶ 21.) Although the mediation was not immediately

[2] The Rounding Subclass was based on claims for unpaid wages for class members whose records showed rounding in Defendants' favor, instead of the class members' favor. (*Id.,* ¶ 19.) The Meal Break Subclass was based on claims for facially noncompliant meal breaks – *i.e.,* late, short, or missed – that were not accompanied by a meal period premium payment to the applicable class member. (*Ibid.*) The Wage Statement Subclass was strictly limited to the claim of inaccurate wage statements provided to Class Members as a result of the rounding and meal break issues presented in the other two Subclasses. (*Ibid.*)

successful, on November 14, 2024, the parties ultimately agreed to the mediator's proposal of a global Gross Settlement Amount of $1,500,000.00 to resolve the certified class claims and the PAGA claims alleged in this action. (*Id.*, ¶ 22.) The parties executed the long-form Class Action Settlement Agreement on February 10, 2025. (*See* Edelstein Decl., Ex. 1 ["Settlement"].)

III. TERMS OF THE SETTLEMENT

A. The Monetary and Equitable Terms of the Settlement

The Settlement provides that Defendants will pay a total, non-reversionary Gross Settlement Amount of $1,500,000 in consideration for the release of certified class claims and the PAGA claims, following final approval of the Settlement, with any interest gained on the Gross Settlement Amount deemed part of it. (Settlement, ¶¶ 2(r), 27.) The "Net Settlement Amount," or the amount available to the Class Members, is the Gross Settlement Amount less: Plaintiff Magana's Service Award (up to $20,000 to Sarah Magana); Class Counsel's Fee Award (up to $525,500, or 35% of the Gross Settlement Payment) and Class Counsel's Costs (up to $95,000.00); the Settlement Administrator Costs (estimated to be $9,499); and the "PAGA Payment" ($300,000.00, subject to increase based on the provisions below), which, pursuant to the PAGA, 75% of the PAGA Payment will be paid to the LWDA, and 25% will be allocated to the "Net PAGA Amount," which will be paid to the Aggrieved Employees. (*Id.*, ¶¶ 2(g), 2(n), 2(r), 2(s), 2(w), 2(hh), 2(jj), 29(c), 33(a)(v); *see also* Apex Decl., ¶ 7.)

In addition to this monetary amount, the Settlement requires that Defendants provides equitable relief. Specifically, the Settlement commits Defendants to implement (or confirm it has implemented) policies and/or practices by which Defendants will to: (a) pay its employees for all time recorded as worked, (b) provide compliant meal and rest breaks to its employees, (c) pay its employees proper overtime wages regardless of whether authorization was not sought by the employer prior to performing such overtime, (d) inform its employees on how they may review and modify their recorded time worked, and (e) include all non-discretionary bonus or incentive payments in the regular rate for purposes of computing overtime wages. (Settlement, ¶ 43.) These policies will be reviewed and as agreed upon by Class Counsel, and their implementation will be confirmed via signed affidavit. (*Ibid.*)

B. The Proposed Class Members and Aggrieved Employees

Pursuant to the Settlement, and subject to Court approval, the Parties stipulated that three subcategories of workers who signed releases and/or signed arbitration agreements will be included as Class Members for settlement purposes only. (Settlement, ¶ 15.)[3] Therefore:

"Class Members" means all current and former hourly, non-exempt employees who worked for Defendants in California any time from November 12, 2016 and November 14, 2024, inclusive ("Class Release Period"). (Settlement, ¶¶ 2(d), 2(i).) Pending Court approval, the Class also includes three additional subclasses for settlement purposes only, which are defined as:

1. "**Released Subclass**," *i.e.*, all Class Members who Defendants solicited to sign and did sign releases, the "Settlement Agreement and Release of Claims," in exchange for an agreed-upon sum, and who did not continue working for Defendants after the execution of the Settlement Agreement and Release of Claims. (*Id.*, ¶ 2(ee).)
2. "**Released Working Subclass**," *i.e.*, all Class Members who Defendant solicited to sign and did sign releases, the "Settlement Agreement and Release of Claims," in exchange for an agreed-upon sum, and who continued working for Defendant after the execution of the Settlement Agreement and Release of Claims. (*Id.*, ¶ 2(ff).) The Class Release Period for Released Working Subclass members is specifically the date they signed their respective individual settlements and November 14, 2020. (*Id.*, ¶¶ 2(i), 2(cc), 18(a).)
3. "**Arbitration Subclass**," *i.e.*, all Class Members who signed a Mutual Agreement to Arbitrate with Defendant. (*Id.*, ¶ 2(b).)

Based on Defendants' data, there are a total of approximately 209 total Class Members, which, aside from the 59 Class Members previously certified by the Court, include approximately 121 Released Subclass members, 19 Released Working Subclass members, and 102 Arbitration Subclass members, with many overlapping. (*See id.*, ¶ 28; Edelstein Decl., ¶¶ 32-33, 60(b).)

"Aggrieved Employees" means all current and former hourly, non-exempt employees who worked for Defendants in California any time from October 31, 2019 to November 14, 2024, inclusive ("PAGA Release Period"). (Settlement, ¶¶ 2(c), 2(y).) Based on Defendants' data, there

[3] This stipulation is based on the fact that Plaintiff have asserted challenges to the validity of the individual settlement agreements and arbitration agreements that potentially could, with further litigation including the possibility of appeal, cause those agreements to be invalidated and those persons to be added to one or more certified (sub)classes. Despite signatories of these agreements being excluded from the certified classes, Plaintiff contends she may have obligations to advance these people's interests and Defendants contend they have legitimate reasons to pay a settlement to avoid the risk of those people's claims being revived at a later point in this litigation. However, acknowledging that the Court previously denied certification as to these individuals, the Settlement provides that in the event the Court does not approve the Settlement as to the Released and/or Released Working Subclasses, such Subclass(es) will be deemed excluded from the Class and will receive no payment under the Settlement. (*Id.*, ¶¶ 2(z), 33(a)(iv)). The Settlement provides substantial, fair and reasonable monetary and equitable relief for all Class Members and limits the release for Participating Class Members to the certified claims and further provides avenues for the Court to exclude the Subclass members without disrupting the Settlement's enforceability. (*Id.*, ¶ 33(a)(iv) [no revocation or rescission of the Settlement based on the Court's approval or denial of payments to the Released and/or Released Working Subclasses]; Edelstein Decl., ¶ 61).

are approximately 167 Aggrieved Employees. (Edelstein Decl., ¶ 32.)

The Settlement also includes an escalator clause whereby, if the total actual number of Class Members or workweeks during the Class Release Period exceed those previously estimated by more than 10%, Defendants will have the option of either (a) increasing the Gross Settlement Amount proportionally; (b) shortening the release period proportionally. (Settlement, ¶ 28.)

C. Settlement Allocations and Distributions

The Net Settlement Amount will be paid to Class Members who do not exclude themselves from the Settlement (*i.e.*, "Participating Class Members"). (*Id.,* ¶ 2(z); Edelstein Decl.*,* ¶ 45.) Separate from the Net Settlement Amount, the Settlement also provides that 25% of the PAGA Payment*, i.e.* the Net PAGA Amount, will be paid to all Aggrieved Employees on a *pro rata* basis. (Settlement*,* ¶¶ 2(ee), 33(c), 33(c)(i); Edelstein Decl.*,* ¶ 24.)

The amount of the Net Settlement Amount and the PAGA Payment may vary, should the Court exclude the Released, Released Working, and/or Arbitration Subclasses as follows:

a. **If the Court approves all three Subclasses (or, does not approve the Released Subclass)**: the PAGA Payment is $300,000, leaving approximately $550,501 as the Net Settlement Amount for the Class. (*See* Settlement*,* ¶ 33(a)(v); Edelstein Decl., ¶ 45.)

b. **If the Court does not approve the Released Working Subclass**: 2% originally allocated to the Net Settlement Amount will instead be allocated to the PAGA Payment, thereby increasing the PAGA Payment to approximately $317,110, and decreasing the Net Settlement Amount to approximately $544,391. (*See* Settlement*,* ¶ 33(a)(v); Edelstein Decl., ¶ 45.)

c. **If the Court does not approve the Arbitration Subclass**: 10% originally allocated to the Net Settlement Amount will instead be allocated to the PAGA Payment, thereby increasing the PAGA Payment to approximately $385,550, and decreasing the Net Settlement Amount to approximately $499,951. (*See* Settlement*,* ¶ 33(a)(v); Edelstein Decl., ¶ 45.)

d. **If the Court does not approve the Arbitration Subclass and Released Working Subclass (or, all three Subclasses)**: 12% originally allocated to the Net Settlement Amount will instead be allocated to the PAGA Payment, thereby increasing the PAGA Payment to approximately $452,841, and decreasing the Net Settlement Amount to approximately $488,841. (*See* Settlement*,* ¶ 33(a)(v); Edelstein Decl., ¶ 45.)

In the event the Court approves the Released Subclass and/or Released Working Subclass, each such subclass member who does not exclude themselves from the Settlement will receive from the Net Settlement Amount a "Released Subclass Payment" of $50 each, in consideration for their class claims between November 12, 2016 and the dates of their respective individual settlement agreements, based on the possibility that the releases in those agreements could be invalidated. (Settlement, ¶¶ 2(gg), 33(a)(ii).) Released Subclass Members will not be entitled to further payment as a Class Member. (*Id.*, ¶ 33.) After the calculation of Released Subclass Payments, the remaining portion of the Net Settlement Amount will be provided to all other Participating Class Members on a *pro rata* basis. (*Id.*, ¶ 33(b).)[4]

Any portion of an individual Settlement Award paid from the Net PAGA Amount to Aggrieved Employees will be allocated as penalties, but otherwise, each individual Settlement Award paid to Participating Class Members will be allocated as twenty percent (20%) to wages and eighty percent (80%) to interest and penalties. (*Id.*, ¶ 36.) Defendants will separately pay the employer's share of the wage portions of the individual Settlement Awards. (*Ibid.*)

Participating Class Members and Aggrieved Employees will have 180 days to cash their individual Settlement Award checks. (*Id.,* ¶ 40.) Following this period, any uncashed checks will be distributed to the Court-approved *cy pres* recipient[5] if less than $25,000 remains, otherwise a second distribution will issue on a *pro rata* basis to Participating Class Members who cashed their Settlement Award Checks. (*Id.*, ¶ 42.) In the latter scenario, such checks from a second distribution will remain valid and negotiable for 30 days, any uncashed checks will revert to *cy pres*. (*Ibid.*)

D. The Settlement Administrator

The Parties have jointly selected Apex as the Settlement Administrator. (*Id.*, ¶ 2(ii).)[6] Apex will be responsible for disseminating the Class Notice in English and Spanish following preliminary approval and the reminder postcards before the check cashing deadline to employees who have yet to cash their individual Settlement Award checks; skip tracing current addresses prior to mailing and following mailing of the Class Notice; calculating individual Settlement Awards and all applicable payroll taxes, withholdings and deductions; preparing and issuing all disbursements to Participating Class Members, Aggrieved Employees, the LWDA, Plaintiff, Class Counsel, *cy pres,* and applicable state and federal tax authorities; hosting a website and toll-free number regarding

[4] However, specific to Released Working Subclass members only, such employees' *pro rata* portion of the Net Settlement Amount – in addition to their Released Subclass Payment – are limited to the workweeks they worked following the execution of their respective individual settlements within the Class Release Period. (Settlement, ¶ 33(b)(iii).)

[5] The Parties have jointly selected Legal Aid Foundation of Los Angeles as the designated *cy pres* recipient under the Settlement. (Settlement, ¶ 42(a); Edelstein Decl., ¶ 47.) With a mission statement to achieve equal justice for people living in poverty in the greater Los Angeles area, the Legal Aid Foundation of Los Angeles is a California non-profit law firm that provides free legal services, including direct representation and community education with respect to issues of wage theft, among others. (*See* LAFLA Decl., at pp. 3-4.)

[6] Apex consists of a team of highly experienced, class action and settlement administrators, with a sophisticated approach to administration that ensures the safeguarding of class member information. (Apex Decl., ¶¶ 2-6, Ex. A [cv].) Apex was selected after a competitive bidding process and the Parties agree the bid is fair. (*See* Edelstein Decl. ¶ 76; *see also* Apex Decl., Ex. B [estimate].)

the Settlement for Class Members and Aggrieved Employees to access; and preparing reports and certifications regarding mailing of the Class Notice and distributions of Settlement Awards. (*See id.*, ¶¶ 2(ii), 20-24, 26-27, 29, 33, 36, 38-39, 41-42; *see also* Apex Decl., Ex. B [estimate].)

E. The Proposed Class Notice, and Requests for Exclusion and Objections

The Settlement provides that Defendants will provide the Class List, including each Class Members name, contact information, social security number, and applicable workweeks, to Apex following preliminary approval. (Settlement, ¶¶ 2(h), 20(c).) Thereafter, Apex will take reasonable efforts to identify current addresses of the Class. (*Id.,* ¶ 20(f).) The Class Notice will then be mailed and e-mailed to all Class Members and Aggrieved Employees, and will inform all Class Members that they may exercise their rights to (a) do nothing and receive payment under the Settlement; (b) exclude themselves from the Settlement and how to do so; and (c) may object to any terms of the Settlement either in writing by the Notice Deadline, orally at the Final Approval Hearing, or both. (*See id.*, ¶¶ 22-23, 32, Ex. A ["Class Notice"]; Edelstein Decl. ¶ 30; Edelstein Decl., Exs. 2-8 [variations on class notice].) The Class Notice will be provided in both English and Spanish. (Edelstein Decl., ¶ 30; Apex Decl., Ex. B [estimate].)

F. Scope of Releases

As of the Effective Date of the Settlement, Participating Class Members will release the "Released Class Claims" for the Class Release Period and Aggrieved Employees will release the "Released PAGA Claims" for the PAGA Release Period. The ***Released Class Claims*** means all claims that were certified by the Court on July 10, 2024: specifically, the meal break claims, the rounding claims, and the wage statement claims which were specifically derivative of the meal and rounding claims. (*Id.*, ¶¶ 2(i), 2(cc), 18(a).) Plaintiff, on behalf of the State of California, and the Aggrieved Employees will release ***Released PAGA Claims***, or all PAGA claims that were alleged or could have been alleged based on the facts alleged in the Action, including the operative complaint and PAGA notice(s) to the LWDA, and any subsequently amended complaints or letters. (*Id.,* ¶¶ 2(cc), 2(y), 18(b).) Aggrieved Employee cannot exclude themselves from the release of the PAGA claims. (*Id.,* ¶ 18(b).) As for ***Plaintiff's Release***, in consideration of a Service Award awarded by the Court, Plaintiff will also agree to a general release. (*Id.,* ¶ 19.)

G. Proposed Service Award and Attorneys' Fees and Costs

The Settlement provides for a maximum $20,000 Service Award to Plaintiff Sarah Magana in exchange for her broader, general release and based on the efforts she made and the risks she took in filing and prosecuting this action and obtaining this Settlement. (*Id.*, ¶¶ 2(hh), 19.) The

Settlement also provides for a maximum award of attorneys' fees of up to 35% of the Gross Settlement Amount, or $525,000, as well as a maximum award of Class Counsel's actual out-of-pocket costs of up to $95,000. (*Id.* ¶¶ 2(g), 2(n).)

IV. PRELIMINARY APPROVAL OF THE SETTLEMENT IS APPROPRIATE

A. The Settlement Meets the Standards for Preliminary Approval

California law strongly favors settlements, particularly in the class action context. *In re Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118 (noting that public policy favors "the compromise of complex class action litigation"). Approval or denial of a settlement is within a court's discretion. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35.

Plaintiff asks this Court to take the first step and grant preliminary approval. Cal. R. Ct. 3.769. Preliminary approval is warranted where the Court is provided sufficient information regarding the discovery process and the facts, so that the Court may form "an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation." *Kullar v. Foot Locker Retail Inc.* (2008) 168 Cal.App.4th 116, 129-31. To grant preliminary approval of a class action settlement, courts need only find that the settlement falls within the range of possible final approval, "the range of reasonableness." *See, e.g., North County Contractor's Assn., Inc. v. Touchstone Ins. Servs.* (1994) 27 Cal.App.4th 1085, 1089-90. Courts must consider several relevant factors, including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, [and] the experience and views of counsel." *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.

Here, the Court has already found that the 59 members of the certified Class meets the requirements of class certification under § 382. (*See* Edelstein Decl., ¶¶ 19, 33, 34.) The Parties have stipulated that the additional employees who meet those requirements, but who signed individual settlements and/or arbitration agreements, should also be certified for the same claims for purposes of settlement. (Settlement, ¶ 15.) The Court need only now determine whether preliminary approval of the Settlement should be granted. It should be – the Settlement falls well-within the range of reasonableness and all of the above factors weigh in favor of preliminary approval.

1. The Settlement is Presumptively Fair as it Was Reached After Extensive Litigation, Discovery, and Analysis of the Class Claims.

A presumption of fairness exists where, as it does here: (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. *See, e.g., Dunk*, 48 Cal.App.4th at p. 1802. The first three of these conditions are satisfied here, and Plaintiff expects that the fourth condition will also be satisfied.

The Settlement was reached after numerous arm's-length settlement discussions between Class Counsel and Defendants' counsel, overseen by three highly experienced wage and hour mediators during and after three full-day mediation sessions. (Edelstein Decl., ¶¶ 12-13, 21, 49.) To facilitate settlement negotiations, Class Counsel investigated the applicable law and the facts and extensively analyzed the potential damages that might be recovered for the employees. (*Id.,* ¶¶ 12-13, 15-18, 20, 49.) Defendants provided hundreds of documents, virtually all timekeeping and payroll records for all Class Members – which Plaintiff's expert analyzed – and Defendants' wage and hour policies, among others. (*Id.,* ¶¶ 13, 15, 21.) Class Counsel also interviewed Plaintiff and other putative Class Members to gather facts and identify witnesses, propounded formal written discovery and reviewed Defendants' responses, and further deposed Defendants' corporate witnesses and defended Plaintiff's deposition as well. (*Id.,* ¶¶ 15-16, 18, 49, 66.) Plaintiff used this information to perform a careful and extensive analysis of the effects of Defendants' compensation and timekeeping policies and practices on Class Members' pay, not only for purposes of class certification, but also for purposes of mediation. (*Id.,* ¶¶ 17, 21, 49.)

The Settlement is based on this large volume of investigation, evidence, and analysis, which is more than sufficient to allow counsel and the Court to act intelligently. *Kullar,* 168 Cal.App.4th at p. 128. Class Counsel has extensive experience in PAGA and wage and hour class actions under California law. (Edelstein Decl., ¶¶ 5-9; LeBlanc-Mansell Decl., ¶¶ 2-6.) Based on Class Counsel's knowledge and expertise in this area of law, Class Counsel believe this Settlement will provide an excellent benefit to the Class Members and Aggrieved Employees. (Edelstein Decl., ¶ 57; LeBlanc-Mansell Decl., ¶ 12.) Class Counsel further believes the percentage of Class Members who will request exclusion from the Settlement, if any, will be small. (Edelstein Decl., ¶ 60(d).) Accordingly, the Settlement is entitled to a presumption of fairness.

2. Strength of Plaintiff's Case and the Amount Offered in Settlement

"The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." *Kullar, supra,* at 130. It is well-settled that a proposed settlement is not to be measured against a hypothetical ideal result that might have been achieved. *See, e.g., 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1150.

Here, a preliminary review of the Settlement reveals the fairness of its terms. In addition to the immeasurable benefit the Settlement's equitable relief provides and the narrowed scope of the Class Released Claims, the Net Settlement Amount of approximately $488,841 to $550,501 derived from a Gross Settlement Amount of $1,500,000 will result in fair and just relief to the Class Members. (Edelstein Decl., ¶ 48.) This amount, exclusive of fees and costs and service award, will be available to the estimated 59 to 209 Class Members, depending on whether the Court approves the inclusion of the three Subclasses into the Class for settlement purposes. (*Id.*, ¶¶ 58-61.)

The Net Settlement Amount provides an excellent, estimated average recovery of **$3,047 to $8,285** to Class Members, assuming full participation in the Settlement. (*Id.*, ¶ 60.) Put another way, the Net Settlement Amount represents approximately **52.7% to 141.5%** of Defendants' total potential exposure for violations of the certified Class claims against the Class.[7] (Edelstein Decl., ¶ 45.) Either of these estimates represent settlements well-within the range of approval. *See, e.g., In re Mego Fin. Corp. Sec. Litig.* (9th Cir. 2000) 213 F.3d 454, 459 ("It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair."); *Bellinghausen v. Tractor Supply Co.* (N.D. Cal. 2015) 306 F.R.D. 245, 256 (approving settlement that provided 9% recovery based on estimated liability exposure). Indeed, courts routinely approve settlements that provide a mere fraction of the maximum potential recovery.[8]

In light of the challenges that Plaintiff would likely face in protracted litigation, and particularly given the additional equitable relief provided in conjunction with the Settlement, the Settlement represents a fair, reasonable, and adequate compromise for the Class Members.

3. Litigation Risks

In contrast to the risk and uncertainty of continued litigation, the Settlement will yield a

[7] Considering the Settlement from a broader perspective, the Gross Settlement Amount represents approximately **51%** of the total assessed value of $2,952,915 for violations of the certified Class claims for 209 proposed Class Members (including the three Subclasses) and PAGA claims for 167 Aggrieved Employees. (Edelstein Decl., ¶ 43.)

[8] *See, e.g., Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 628; *Viceral v. Mistras Grp., Inc.* (N.D. Cal. Oct. 11, 2016) No. 15-cv-02198-EMC, 2016 U.S. Dist. LEXIS 140759, at *7 (approving wage-and-hour settlement representing 8.1% of the total verdict value); *Stovall-Gusman v. W.W. Granger, Inc.* (N.D. Cal. June 17, 2015) No. 13-cv-02540-HSG, 2015 U.S. Dist. LEXIS 78671, at *12 (approving and finding within the range of reasonableness settlement representing 10% or less of the maximum recovery); *Balderas v. Massage Envy Franchising, LLP* (N.D. Cal. July 21, 2014) No. 12-cv-06327 NC, 2014 U.S. Dist. LEXIS 99966, at *16 (same); *Ma v. Covidien Holding, Inc.* (C.D. Cal. Jan. 31, 2014) No. SACV 12-02161-DOC (RNBx), 2014 U.S. Dist. LEXIS 13296, at *12 (same).

prompt, certain, and substantial recovery for the employees, as well as injunctive relief that would help ensure that Defendants prevent any future Labor Code violations. (Edelstein Decl., ¶¶ 52, 46, 62.) Such a result will benefit the parties and the court system. *See Bellinghausen,* 306 F.R.D. at 256.

If this case were to go to trial as a class action, it would require substantial additional preparation and discovery and ultimately would involve the depositions of managerial employees and experts, the presentation of witnesses at trial, as well as the consideration, preparation, and presentation of voluminous documentary evidence and the preparation and analysis of expert reports. (Edelstein Decl., ¶ 50.) Even though Plaintiff was successful in certifying three classes, should the case continue, Plaintiff will have to establish class-wide liability and prove up various issues regarding damages and penalties. (*Id*., ¶ 53.) As Plaintiff's derivative claims regarding wage statements rise and fall with Plaintiff's other wage payment claims, Plaintiff would need to maintain certification of the rounding and meal break subclasses to maintain certification of the wage statement subclass. (*Ibid.*) Liability and damages issues would also be vigorously disputed by Defendants. (*Ibid.*) Retaining class certification, establishing liability, proving damages, then starting the entire process over for the PAGA action – which has been stayed pending the class action – and then dealing with an all but certain appeals process would likely take years, and would necessitate expert witness testimony and significant additional litigation. (*Ibid.*)

While the Plaintiff believes that she would prevail on these issues and others, she recognizes the risk that a factfinder may find for Defendants on one or more of these issues and/or find damages to be significantly less than what the Plaintiff claims, all while delaying any recovery available to the Class, the Aggrieved Employees, and the State of California.

4. The Proposed Service Award is Reasonable

It is well-established that representative plaintiffs are eligible for reasonable incentive payments to compensate them for the expense or risk they have incurred in conferring a benefit on other members of the class. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412. Incentive awards "are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *In re Cellphone Termination Fee Cases*, 186 Cal.App.4th at 1393-94.

Payment to Plaintiff Magana in the amount of $20,000 as consideration for her broader, general release, is reasonable in light of the efforts she made and the risks she took in filing and prosecuting this action and obtaining this Settlement. For over four years, Plaintiff worked with Class Counsel and remained apprised of her case, spent numerous hours responding to extensive discovery requests, prepared for and appear for her full-day deposition, assisted in the development of the case, provided extensive information and documents, provided a declaration in support of class certification, prepared for and was available for each of the three full-day mediation sessions, reviewed all iterations of her complaints, and reviewed the Settlement at length with her counsel. (Edelstein Decl., ¶¶ 66-67); Magana Decl., ¶¶ 4, 6-10-13.) As a result of the Plaintiff's efforts and willingness to step forward, the employees will receive significant monetary recoveries and equitable relief if the Settlement is approved. Had Plaintiff not served as Class Representative or refused to assist in the prosecution of this case, the claims of the employees would never have been asserted. Defendants' alleged conduct would have gone unchecked. Plaintiff has committed her time to this case and assumed significant risk to obtain the favorable result on behalf of the Class Members, Aggrieved Employees, and the State of California. Accordingly, payment to Plaintiff in the amount of $20,000 is reasonable and should be preliminarily approved.

5. The Proposed Attorney's Fees and Costs Are Reasonable

Plaintiff will seek reasonable attorneys' fees of up to $525,000, or 35% of the Gross Settlement Amount – excluding any sum added to the Gross Settlement Amount pursuant to the Settlement's escalator clause – and up to $95,000 in attorneys' costs for Class Counsel's actual out-of-pocket expenses. (Settlement, ¶¶ 2(g) 2(n).) Class Counsel's lodestar amount, which will be provided with the fee motion in conjunction with Plaintiff's motion for final approval, further supports this request, as it already represents a significant "negative multiplier" which will only increase with preparation and attendance at the approval hearings, further communications with Class Members, and settlement administration and oversight. (Edelstein Decl., ¶ 71.)

In this case, there was no guarantee of compensation. (*Id*., ¶ 72.) Rather, Class Counsel have undertaken all the risks of this litigation on a completely contingent fee basis. (*Ibid*.) The inherent risk of proving liability and damages on a Class-wide basis and Defendant's representation by skillful counsel confront Class Counsel with the prospect of recovering nothing or close to nothing for their commitment to and investment in the case. (*Ibid*.) Nevertheless, Plaintiff and Class Counsel have committed themselves to developing and pressing Plaintiff's legal claims to enforce the employees' rights and maximize the Class recovery. (*Id*., ¶ 73.)

Class Counsel's fee request of 35% of the settlement fund is well within the range customarily approved by California and federal courts in comparable class actions.[9] California Superior Courts frequently grant common fund awards of up to 33 percent or more. The California Supreme Court upheld the use of the common fund theory of recovery for attorneys' fees in *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 506. Indeed, the "percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund 'in a manner that rewards counsel for success and penalizes it for failure." *Id.* at p. 493 (quoting *In re Rite Aid Corp. Sec. Litig.* (3d Cir. 2005) 396 F.3d 294, 300 [internal quotations omitted]).

Furthermore, reasonable litigation expenses are ordinarily included in an award of attorneys' fees pursuant to California wage and hour law. *Rider v. County of San Diego* (1992) 11 Cal.App.4th 1410, 1424. Class Counsel incurred costs including, *inter alia*, filing and service fees, costs for remote appearances, document retrieval, and deposition, transcription, and mediation fees. (*Id.,* ¶ 74.) Class Counsel will request a maximum of $95,000 for actual costs that were incidental and necessary to the effective representation of the Class and Aggrieved Employees. (Edelstein Decl., ¶ 74.) They are reasonable and uncontested and should be preliminarily approved.

B. The Settlement Provides a Fair and Reasonable Resolution for the State of California and the Aggrieved Employees

Any settlement of a PAGA action must be approved by the Court. Cal. Lab. Code § 2699(l)(2). Because PAGA is not subject to class certification procedures, the Court must simply review the Settlement and approve it if 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 U.S., Inc.* (2021) 72 Cal.App.5th 56, 77.

Here, the Settlement falls well-within this standard. From a monetary standpoint, the PAGA Payment is fair, reasonable, and adequate given the strength of the PAGA claims in this action. (Edelstein Decl., ¶ 44.) The minimum baseline PAGA Payment of $300,000 represents 20% of the Gross Settlement Amount, or 17% of Defendants' estimated exposure to potential PAGA penalties (*i.e.*, $1,728,800),[10] well within the acceptable range of PAGA settlements previously approved by

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[9] *See, e.g.,* Newberg on Class Actions at §11:24; Manual for Complex Litigation at §14:6; *Roos v. Honeywell Int'l, Inc*. (2015) 241 Cal.App.4th 1472, 1489 (affirming award of 37.5% of the common fund), disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc*. (2018) 4 Cal.5th 260, 287; *Van Vranken v. Atlantic Richfield Co*. (N.D. Cal. 1995) 901 F.Supp. 294 at 297-98 ("Class Counsel have also cited 73 district court opinions in which fees in the range of 30-50 percent of the common fund were awarded."); *In re Vitamins Antitrust Litig*. (D.D.C. 2001) 2001 WL 34312839 (34.6% of $365 million recovery).

[10] This estimate is based on a $100 per pay period penalty. (Edelstein Decl., ¶ 38.) Case law suggests

California courts.[11] (*Ibid*.)

The PAGA component is also fair to those affected as well. *See Moniz,* 72 Cal.App.5th at 77. The average payment to Aggrieved Employees from the Net PAGA Amount represents is approximately $449.10 to $548.89; that is, 4.34% to 5.82% of the estimated exposure for the PAGA penalties attributable to each Aggrieved Employee based on a best-case-scenario. (Edelstein Decl., ¶ 45.) The PAGA Payment will provide significant monetary benefit to the Aggrieved Employees and the State of California, deter future Labor Code violations, and advances the PAGA's purpose to maximize enforcement of California's labor laws. *See, e.g., In Re Mego Fin. Corp.,* 213 F.3d at p. 459 (settlement representing only a fraction of the potential recovery is still reasonable).

In addition to these monetary payments, the Settlement also includes equitable relief that will deter and prevent any future Labor Code violations – beyond just those contemplated by the Class Released Claims – from occurring. This will have an immeasurable impact for all current employees, by ensuring that current Labor Code violations can be remediated and aid in the prevention of any future ones. For these reasons, and particularly in light of the risks of continued litigation and delayed relief, the Settlement is also fair, reasonable, and adequate under the PAGA.

C. The Proposed Notice of Settlement Provides Adequate Notice to the Class

"Adequate notice is critical to court approval of a class settlement." *Hanlon v. Chrysler Corp.* (9th Cir 1998) 150 F.3d 1011 at p. 1025. A class action settlement notice "is satisfactory if it 'generally describes the terms of the settlement in sufficient detail to alert those with adverse

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that an employer cannot be presumed to be aware that its continuing underpayment is a violation subject to the "subsequent" violation rate of $200 until the employer is notified it is in violation of the Labor Code by the Labor Commissioner or a court, neither of which are present here. *See Bernstein v. Virgin Am., Inc*. (9th Cir. Feb. 23, 2021) Nos. 19-15382, 20-15186, 2021 U.S. App. LEXIS 5197, at *35; *see also, Amaral v. Cintas Corp*. *No. 2* (2008) 163 Cal.App.4th 1157, 1209. Moreover, the estimate excludes "stacking," as courts have the discretion to not only discount PAGA penalties but to reject awarding PAGA penalties for violations of multiple Labor Code violations per pay period. *See, e.g., Smith v. Lux Retail N. Am., Inc*. (N.D. Cal. June 13, 2013) No. C 13-01579 WHA, 2013 U.S. Dist. LEXIS 83562, at *9 ("For the single mistake of failing to include commissions in the overtime base, plaintiff has asserted five (count them, five) separate labor code violations that could lead to statutory penalties. . . But is it plausible that we would really pile one penalty on another for a single substantive wrong?").

[11] *See, e.g., Schiller v. David's Bridal, Inc*. (E.D. Cal. 2012) 2012 U.S. Dist. LEXIS 80776, at *35-36 (approving PAGA settlement of $7,500 or 0.14% of the total settlement); *McLeod v. Bank of Am., N.A.* (N.D. Cal. Nov. 14, 2018) No. 16-CV-03294-EMC, 2018 U.S. Dis. LEXIS 195314, at *5-6 (finding $50,000 PAGA allocation for claims estimated at $4.7 million, approx. 1.1%, adequate). *C.f., Jennings v. Open Door Mktg., LLC* (N.D. Cal. Oct. 3, 2018) No. 15-CV-04080-KAW, 2018 U.S. Dist. LEXIS 171356, at *27 (noting "courts have raised concerns about settlements of less than 1% of the total value of a PAGA claim.")). *Ramirez v. Benito Valley Farms, LLC* (N.D. Cal. Aug. 25, 2017) No. 16-CV-04708-LHK, 2017 U.S. Dist. LEXIS 137272, at *3 (noting the LWDA has stated it "is not aware of any existing case law establishing a specific benchmark for PAGA settlements . . . .").

viewpoints to investigate and to come forward and be heard.'" *Churchill Village LLC v. Gen. Elec.* (9th Cir. 2004) 361 F.3d 566, 575. All that is required is that the proposed notice be reasonably calculated to notify interested parties of the pendency of the action and their right to present their objections. *Ryan v. Cal. Interscholastic Fed'n* (2001) 94 Cal.App.4th 1048, 1072.

Here, the manner of providing the Class Notice easily satisfies these standards. All Class Members can easily be identified from Defendants' records, and the Class Notice will be mailed and emailed in both English and Spanish, directly to each Class Member at their last known addresses and email address, where available. (*See* Settlement, ¶ 20, Ex. A; Edelstein Decl. ¶¶ 28-29; Edelstein Decl., Exs. 2-8; Apex Decl., Ex. B.) Before the Class Notice is mailed, Apex will take reasonable efforts to verify the employees' current addresses via public and proprietary systems. (Settlement, ¶ 20(d).) If Class Notice is returned as undeliverable, Apex will perform a skip trace and re-mail it. (*Id.*, ¶ 20(f).) Apex will also create a Settlement website, which will allow Class Members to view relevant documents, and a toll-free call center to field telephone inquiries from Class Members during the notice and settlement administration periods. (*Id.,* ¶ 20(b); Edelstein Decl., ¶ 30; Apex Decl., Ex. B.) Thus, reasonable steps will be taken to ensure that all Class Members receive the Notice.

Regarding content, the proposed Class Notice is clear and straightforward, following the Los Angeles' Class Notice Template. The Class Notice provides information on: the case; the Settlement; the rights of Class Members to participate, opt out, and object, including to Class Counsel's requests for fees and costs, and deadlines thereto; the estimated monetary awards to Participating Class Members and Aggrieved Employees; the release Participating Class Members and Aggrieved Employees will provide in exchange; how the Settlement will be allocated between all parties affected; the amount of attorneys' fees and costs sought by Class Counsel; the identity and contact information for Class Counsel; the date, time, and location of the Final Approval Hearing; and all other necessary information. (Class Notice; Cal. R. Ct. 3.766(d)). The Class Notice also fulfills the requirement of neutrality in class notices. *See* Class Notice; Newberg on Class Actions at §§ 8:21 and 8:39; Manual for Complex Litig. at §§ 21:311 and 21:312. Based on the foregoing, the Class Notice complies with the standards of fairness, completeness, and neutrality required of a settlement class notice disseminated under authority of the Court.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant this Motion for Preliminary Approval and enter an order consistent with the Proposed Order submitted herewith.

Dated: February 18, 2025

Respectfully Submitted,

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