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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA**

BRIAN MATA, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

GOLDEN VALLEY GRAPE JUICE AND
WINE, LLC; and DOES 1 through 20,
inclusive,

Defendants.

CHRISTOPHER VALLES, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

GOLDEN VALLEY GRAPE JUICE AND
WINE, LLC, a California limited liability
company; and DOES 1 through 100, inclusive;

Defendants.

Case No.: MCV084386 (Consolidated with Case
No. MCV084788)

Assigned for All Purposes to:
Honorable Michael J. Jurkovich
Department 44

CLASS ACTION

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

[Declarations of Proposed Class Counsel
(Douglas Han and Joseph M. Szilagyi);
Declarations of Proposed Class Representatives
(Christopher Valles and Brian Mata); and
[Proposed] Order filed concurrently herewith]

Hearing Date: September 1, 2023
Hearing Time: 8:30 a.m.
Hearing Place: Department 44

Complaint Filed: November 9, 2020
FAC Filed: April 19, 2021
Trial Date: None Set

Case No.: MCV084788 (Consolidated with
Case No. MCV084386)

Assigned for All Purposes to:
Honorable Michael J. Jurkovich
Department 44

CLASS ACTION

Complaint Filed: March 10, 2021
Trial Date: None Set

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1 **PLEASE TAKE NOTICE** that on September 1, 2023 at 8:30 a.m., or as soon as the matter
2 may be heard, before the Honorable Michael J. Jurkovich in Department 44 of the Madera County
3 Superior Court located at 200 South “G” Street Madera, California 93637, Plaintiffs Christopher
4 Valles and Brian Mata (“Plaintiffs,” “Plaintiff Valles,” and “Plaintiff Mata”) will and hereby do
5 move for an order:

- 6 • Granting Preliminary Approval of the class action settlement described herein and
7 as set forth in the Class Action and PAGA Settlement Agreement (“Settlement
8 Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit 3** to the
9 declaration of Douglas Han, including, and not limited to, the means of allocation
10 and distribution of funds;
- 11 • Conditionally certifying the Class for settlement purposes only;
- 12 • Appointing Plaintiffs as the class representatives;
- 13 • Appointing Justice Law Corporation and Aegis Law Firm, PC as Class Counsel;
- 14 • Approving the Court Approved Notice of Class Action Settlement and Hearing
15 Date for Final Court Approval (“Class Notice”) attached as **Exhibit A** to the
16 Settlement Agreement;
- 17 • Directing the mailing of the Class Notice with a postage-paid return envelope to
18 the Class;
- 19 • Approving the proposed deadlines for the settlement administration process;
- 20 • Approving CPT Group, Inc. as the Administrator; and
- 21 • Scheduling a hearing to consider whether to grant Final Approval of the Settlement
22 Agreement, at which time the Court will also consider whether to grant Final
23 Approval of the requests for the Class Counsel Fees Payment, Class Counsel
24 Litigation Expenses Payment, Class Representative Service Payments, and
25 Administration Expenses Payment, and approval of the allocation of the Private
26 Attorney General Act of 2004 (“PAGA”) Penalties.

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1 This motion is based upon the following memorandum of points and authorities;
2 Declarations of Proposed Class Counsel (Douglas Han and Joseph M. Szilagyi); Declarations of
3 Proposed Class Representatives (Christopher Valles and Brian Mata); [Proposed] Order filed
4 concurrently with this motion; pleadings and other records on file with the Court in this matter;
5 and such documentary evidence and oral argument as may be presented at the hearing.

6
7 Dated: August 3, 2023

JUSTICE LAW CORPORATION

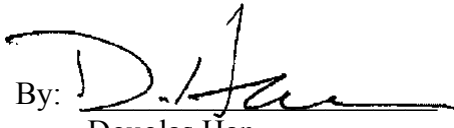
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9 By: 
10 Douglas Han
11 *Attorneys for Plaintiffs*
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TABLE OF CONTENTS

I.	INTRODUCTION	12
II.	BACKGROUND	12
III.	INVESTIGATION/ LITIGATION HISTORY	13
a.	Discovery, Investigation, and the Parties' Staunchly Conflicting Positions	13
b.	The Parties Were Able to Reach an Agreement on Settlement of the Action	14
i.	The Parties Attended Mediation Which Led to the Settlement	14
ii.	The Settlement Was Reached as a Result of Arm's-Length Negotiations	14
iii.	The Settlement Is the Result of Thorough Investigation and Discovery	14
c.	Terms of the Proposed Settlement	15
i.	Deductions from the Settlement.....	15
ii.	Calculating Settlement Payments	15
iii.	Notice to the Class	15
iv.	Distribution of Funds	16
v.	The <i>Cy Pres</i> Recipient Is Appropriate	16
vi.	Release of Claims	16
d.	Counsel for Both Parties Are Experienced in Similar Litigation	17
IV.	ARGUMENT	18
a.	Class Action Settlements Are Subject to Court Review	18
b.	The Proposed Settlement Is a Reasonable Compromise of Claims	18
i.	The Settlement Amount of \$600,000 Is Fair and Reasonable	19
ii.	The PAGA Penalties of \$60,000 Is Reasonable	20
c.	Discount Analysis Justifies the Settlement	21
d.	Conditional Certification of the Class Is Appropriate	22
i.	The Proposed Class Is Ascertainable and Sufficiently Numerous.....	22
ii.	Class Members Share a Well-defined Community of Interest	23

1	1.	Common Issues Predominate.....	23
2	2.	Plaintiffs’ Claims Are Typical of the Class Claims.....	24
3	3.	Plaintiffs Are Adequate to Represent the Class	24
4	4.	Class Action is Superior for the Fair and Efficient Adjudication of	
5		this Controversy	25
6	e.	The Settlement Is Fair, Reasonable, and Adequate	25
7	f.	Notice to the Class Complies with California Rules of Court, Rule 3.769(f).....	25
8	V.	CONCLUSION.....	26

TABLE OF AUTHORITIES

Cases

Page(s)

Acosta v. TransUnion, LLC

(C.D. Cal. 2007) 240 F.R.D. 564 21

Aguilar v. Cintas Corp. No. 2

(2006) 144 Cal.App.4th 121 20

Amaro v. Anaheim Arena Management, LLC

(2021) 69 Cal.App.5th 521 17

Bartold v. Glendale Federal Bank

(2000) 81 Cal.App.4th 816 22

In re Beef Industry Antitrust Litigation

(5th Cir. 1979) 607 F.2d 167 18

Boyd v. Bechtel Corp.

(N.D.Cal. 1979) 485 F.Supp.610 14

Brinker Restaurant Corp. v. Superior Court

(2012) 53 Cal.4th 1004 23

Capitol People First v. Department of Developmental Services

(2007) 155 Cal.App.4th 676 23

Classen v. Weller

(1983) 145 Cal.App.3d 27 24

Detroit v. Grinnell Corp.

(2d Cir. 1974) 495 F.2d 448..... 22

Dunbar v. Albertson's Inc.

(2006) 141 Cal.App.4th 1422 20

Dunk v. Ford Motor Co.

(1996) 48 Cal.App.4th 1794 18, 25

Espinoza v. Galardi South Enters.

(S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS..... 23

<u>Cases</u>	<u>Page(s)</u>
<i>In re General Motors Corp. Engine Interchange Litigation</i>	
(7th Cir. 1979) 594 F.2d 1106	21
<i>Ghazaryan v. Diva Limousine, Ltd.</i>	
(2008) 169 Cal.App.4th 1524	23
<i>Green v. Obledo</i>	
(1981) 29 Cal.3d 126	18
<i>Harris v. Superior Court</i>	
(2007) 154 Cal.App.4th 164	20
<i>Hicks v. Kaufman & Broad Home Corp.</i>	
(2001) 89 Cal.App.4th 908	22
<i>Hopson v. Hanesbrands Inc.</i>	
(N.D. Cal. Apr. 3, 2009) No. 08-00844, 2009 U.S. Dist. LEXIS 33900	20
<i>Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n</i>	
(1981) 452 U.S. 905.....	18
<i>Jones v. JGC Dallas LLC</i>	
(N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS	
185042.....	23
<i>Kullar v. Foot Locker Retail, Inc.</i>	
(2008) 168 Cal.App.4th 116	18, 19
<i>Linder v. Thrifty Oil Co.</i>	
(2000) 23 Cal.4th 429	22
<i>Linney v. Cellular Alaska Partnership</i>	
(9th Cir. 1998) 151 F.3d 1234	22
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i>	
(2010) 186 Cal.App.4th 399	18, 19
<i>Nordstrom Com. Cases</i>	
(2010) 186 Cal.App.4th 576	20

<u>Cases</u>	<u>Page(s)</u>
<i>Sav-On Drug Stores, Inc. v. Superior Court</i>	
(2004) 34 Cal.4th 319	19, 22, 23
<i>Thurman v. Bayshore Transit Mgmt.</i>	
(2012) 203 Cal.App.4th 1112	20
<i>Vasquez v. Superior Court</i>	
(1971) 4 Cal.3d 800	18
<i>Walsh v. IKON Office Solutions, Inc.</i>	
(2007) 148 Cal.App.4th 1440	20
<u>Rules</u>	<u>Page(s)</u>
California Rules of Court, Rule 3.769	18
California Rules of Court, Rule 3.769 (f)	25
California Rules of Court, Rule 3.769 (g).....	18
Federal Rule 23	18
<u>Statutes</u>	<u>Page(s)</u>
Business & Professions Code § 17200	19
Code of Civil Procedure § 382.....	22, 25
Code of Civil Procedure § 384.....	16
Code of Civil Procedure § 384(a)	16
Code of Civil Procedure § 384(b)	16
Code of Civil Procedure § 877.6.....	19
Code of Civil Procedure § 1542.....	17
Labor Code § 201.....	20
Labor Code § 202.....	20
Labor Code § 203.....	20
Labor Code § 204.....	20
Labor Code § 210.....	20
Labor Code § 226.....	20

<u>Statutes</u>	<u>Page(s)</u>
Labor Code § 226.3.....	20
Labor Code § 226.7.....	20
Labor Code § 510.....	20
Labor Code § 512.....	20
Labor Code § 558.....	20
Labor Code § 1174.....	20
Labor Code § 1174.5.....	20
Labor Code § 1182.12.....	20
Labor Code § 1194.....	20
Labor Code § 1194.2.....	20
Labor Code § 1197.....	20
Labor Code § 1197.1.....	20
Labor Code § 1198.....	20

1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary proposed wage-and-hour
3 class action settlement by Plaintiffs on behalf of themselves and all current and former California-
4 based hourly-paid, non-exempt employees (whether hired directly or through a staffing agency or
5 labor contractor) of Defendant Golden Valley Grape Juice and Wine, LLC (“Defendant”) within
6 the State of California at any time during the period from November 15, 2016, to October 4, 2022
7 (“Class,” “Class Members,” and “Class Period”). At the time of this filing, the number of Class
8 Members is estimated to be four hundred twenty (420), which was confirmed by Defendant.
9 (Declaration of Douglas Han In Support of Plaintiffs’ Motion for Preliminary Approval of Class
10 Action Settlement (“Han Decl.”), ¶¶ 8-9.)

11 **II. BACKGROUND**

12 On November 9, 2020, Plaintiff Mata, represented by Aegis Law Firm, PC, provided
13 written notice to the California Labor and Workforce Development Agency (“LWDA”) and
14 Defendant. (Han Decl., *supra*, at ¶ 10; Declaration of Joseph M. Szilagyi In Support of Motion for
15 Preliminary Approval of Class Action Settlement (“Szilagyi Decl.”), ¶ 4, Exhibit 1.)

16 On November 9, 2020, Plaintiff Mata filed a wage-and-hour class action lawsuit against
17 Defendant in the Superior Court of California, County of Madera, for alleged violations of the
18 Labor Code and Business & Professions Code (Case No. MCV084386). (Han Decl., *supra*, at ¶
19 11; Szilagyi Decl., *supra*, at ¶ 3.)

20 On April 19, 2021, Plaintiff Mata filed a First Amended Complaint adding a cause of action
21 for violation of Labor Code section 2698, *et seq.* (PAGA). (Han Decl., *supra*, at ¶ 12; Szilagyi
22 Decl., *supra*, at ¶ 5.)

23 On March 10, 2021, Plaintiff Valles, represented by Justice Law Corporation, filed a wage-
24 and-hour class action lawsuit in the Superior Court of California, County of Madera, alleging
25 violations like Plaintiff Valles’ lawsuit (Case No. MCV084788). (Han Decl., *supra*, at ¶ 13.)

26 On October 4, 2022, the Parties remotely attended mediation with the mediator Eve
27 Wagner, eventually resulting in a global settlement. (Han Decl., *supra*, at ¶ 14; Szilagyi Decl.,
28 *supra*, at ¶¶ 6-7.)

1 In line with the settlement, the Parties stipulated to consolidate both lawsuits and designate
2 Plaintiff Mata's case as the lead case (Case No. MCV084386) on February 27, 2023. (Han Decl.,
3 *supra*, at ¶ 15; Szilagyi Decl., *supra*, at ¶ 8.)

4 **III. INVESTIGATION/ LITIGATION HISTORY**

5 **a. Discovery, Investigation, and the Parties' Staunchly Conflicting Positions**

6 Plaintiffs propounded form interrogatories, special interrogatories, requests for admission,
7 and requests for production of documents. (Han Decl., *supra*, at ¶ 17; Szilagyi Decl., *supra*, at ¶
8 9.) Defendant responded to the formal discovery requests. (Han Decl., *supra*, at ¶ 17; Szilagyi
9 Decl., *supra*, at ¶ 9.) Thereafter, the Parties met and conferred and agreed to engage in an informal
10 exchange of information and then eventually remotely attended mediation. (Han Decl., *supra*, at
11 ¶ 17; Szilagyi Decl., *supra*, at ¶¶ 6-7, 9.)

12 Defendant produced several documents relating to its policies, practices, and procedures.
13 (Han Decl., *supra*, at ¶ 18; Szilagyi Decl., *supra*, at ¶¶ 9-10.) As part of Defendant's production,
14 Plaintiffs also reviewed time records, pay records, and information relating to the size and scope
15 of the Class. (Han Decl., *supra*, at ¶ 18; Szilagyi Decl., *supra*, at ¶¶ 9-10.) Several putative class
16 members were also interviewed to attain a better understanding of the extent and frequency of the
17 alleged day-to-day violations. (Han Decl., *supra*, at ¶ 18; Szilagyi Decl., *supra*, at ¶¶ 9-10.)

18 Based on the information provided by Defendant and interviews with putative class
19 members, Plaintiffs contend – and Defendant denies – Defendant: (1) failed to provide employees
20 with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3)
21 failed to include non-discretionary bonuses in employees' regular rate of pay for purposes of
22 overtime compensation; (4) failed to reimburse employees for necessary business expenses; (5)
23 issued noncompliant wage statements; and (6) is liable for waiting time penalties. (Han Decl.,
24 *supra*, at ¶¶ 20-28.)

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1 **b. The Parties Were Able to Reach an Agreement on Settlement of the Action**

2 **i. The Parties Attended Mediation Which Led to the Settlement**

3 The Parties attended mediation with an experienced mediator on October 4, 2022. (Han
4 Decl., *supra*, at ¶ 29; Szilagyi Decl., *supra*, at ¶¶ 6-7.) Under the auspices of the mediator, the
5 Parties eventually reached a settlement, the terms were memorialized in the Settlement Agreement.
6 (Han Decl., *supra*, at ¶ 29, Exhibits 3, 4; Szilagyi Decl., *supra*, at ¶¶ 6-7, 11, Exhibit 2.)

7 **ii. The Settlement Was Reached as a Result of Arm’s-Length Negotiations**

8 The Settlement was reached because of arm’s-length negotiations. (Han Decl., *supra*, at ¶
9 33.) Though cordial and professional, the settlement negotiations have always been adversarial
10 and non-collusive in nature. (*Ibid.*) At the mediation, both Parties’ counsel conducted extensive
11 arm’s-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

12 Plaintiffs and Class Counsel recognize the expense and length of additional proceedings
13 necessary to continue the litigation through trial and through any possible appeals. (Han Decl.,
14 *supra*, at ¶ 34.) Plaintiffs and Class Counsel also considered the uncertainty and risk of further
15 litigation, potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*)
16 Plaintiffs and Class Counsel believe the Settlement is a fair, adequate, and reasonable settlement
17 and is in the best interests of Class Members. (*Ibid.*)

18 **iii. The Settlement Is the Result of Thorough Investigation and Discovery**

19 The Parties investigated and evaluated the strengths and weaknesses of the claims and
20 defenses before reaching the Settlement and engaged in research and discovery to support the
21 Settlement. (Han Decl., *supra*, at ¶ 35.) The Settlement was only possible following significant
22 investigation and evaluation of the relevant policies and practices, permitting Class Counsel to
23 engage in a comprehensive analysis of liability and potential damages. (*Ibid.*) This case has
24 reached the stage where the Parties understand “the strength of the case; the reasonableness of the
25 settlement in light of the attendant risks of litigation, and in light of the best possible recovery”
26 sufficient to support the Settlement’s reasonableness, adequacy, and fairness. (Han Decl., *supra*,
27 at ¶ 35; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

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1 **c. Terms of the Proposed Settlement**

2 **i. Deductions from the Settlement**

3 The Parties agreed (subject to the Court’s approval) this action be settled and compromised
4 for the non-reversionary total sum of \$600,000 (“Gross Settlement Amount”) which includes: (1)
5 Class Counsel Fees Payment not to exceed \$210,000 (35% of the Gross Settlement Amount); (2)
6 Class Counsel Litigation Expenses Payment not to exceed \$35,000; (3) Class Representative
7 Service Payments totaling \$20,000; (4) Administration Expenses Payment not to exceed \$15,000;
8 and (5) PAGA Penalties not to exceed \$60,000. (Han Decl., *supra*, at ¶ 30.)

9 **ii. Calculating Settlement Payments**

10 After all Court-approved deductions from the Gross Settlement Amount, it is estimated
11 \$260,000 (“Net Settlement Amount”) will be paid to Participating Class Members – with a gross
12 *average* Individual Class Payment estimated at \$619.05. (Han Decl., *supra*, at ¶ 31.)

13 Participating Class Member will receive a proportionate share of the Net Settlement
14 Amount using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 29;
15 Exhibit 3, *supra*, at § C(2)(d).) Individual Class Payments will be allocated ten percent (10%) to
16 the settlement of wage claims and ninety percent (90%) to the settlement of claims for penalties
17 and interest. (*Id.* at § C(2)(d)(i).)

18 In addition, the PAGA Penalties that is paid to each Aggrieved Employee shall be
19 determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 29;
20 Exhibit 3, *supra*, at § C(2)(e)(i).) Aggrieved Employees’ portion of the PAGA Penalties will be
21 allocated as one hundred percent (100%) penalties. (*Id.* at § C(2)(d)(ii).)

22 **iii. Notice to the Class**

23 No later than fourteen (14) calendar days after the Court grants Preliminary Approval of
24 the Settlement, Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*, at
25 ¶ 29; Exhibit 3, *supra*, at § G(4)(a).) No later than fourteen (14) days after receiving the Class
26 Data, the Administrator will send the Class Notice with a Spanish translation to all Class Members
27 identified in the Class Data via first-class United States Postal Service mail. (Han Decl., *supra*, at
28 ¶ 29; Exhibit 3, *supra*, at § G(4)(c).)

1 **iv. Distribution of Funds**

2 The Gross Settlement Amount will be funded pursuant to the timeline and manner set forth
3 in the Settlement Agreement. (Han Decl., *supra*, at ¶ 29; Exhibit 3, *supra*, at §§ D(2), D(3).)
4 Uncashed settlement checks will be canceled and paid to the *cy pres* recipient California Rural
5 Legal Assistance (“CRLA”). (*Id.* at § D(3)(c).)

6 **v. The Cy Pres Recipient Is Appropriate**

7 CRLA satisfies the requirements of Code of Civil Procedure section 384(a): “to ensure that
8 the unpaid cash residue and unclaimed or abandoned funds in class action litigation are distributed,
9 to the fullest extent possible, in a manner designed to further the purposes of the underlying class
10 action or causes of action, or to promote justice for all Californians.” The Code of Civil Procedure
11 section 384(b) further adds:

12 [T]he court shall amend the judgment to direct the defendant to pay the sum of the unpaid
13 residue or unclaimed or abandoned class member funds, plus any interest that has accrued
14 thereon, to nonprofit organizations or foundations to support projects that will benefit the
15 class or similarly situated persons, or that promote the law consistent with the objectives
and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit
organizations providing civil legal services to the indigent.

16 (Code Civ. Proc., § 384, subd. (b).)

17 CRLA satisfies the legislature’s purpose and goal under Code of Civil Procedure section
18 384. (Han Decl., *supra*, at ¶ 32.) CRLA is the type of non-profit organization the legislature had
19 in mind when drafting and amending Code Civil Procedure section 384. (*Ibid.*) Plaintiffs and
20 Class Counsel have no affiliation with or have any interest pertaining to CRLA. (*Ibid.*)

21 **vi. Release of Claims**

22 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
23 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
24 Participating Class Members, on behalf of themselves and their former and present representatives,
25 agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from
26 the Released Class Claims. (Han Decl., *supra*, at ¶ 29; Exhibit 3, *supra*, at § E(2).)

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Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members all Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. (Han Decl., *supra*, at ¶ 29; Exhibit 3, *supra*, at § E(3).)

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and their former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Released Parties from Plaintiffs' Release. (Han Decl., *supra*, at ¶ 29; Exhibit 3, *supra*, at § E(1).) Plaintiffs also expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code. (*Id.* at § E(1)(a).)

With regards to class action releases, “[A] court may release not only those claims alleged in the complaint and before the court, but also claims which ‘could have been alleged by reason of or in connection with any matter or fact set forth or referred to in’ the complaint.”” (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.) The scope of the releases in this case are acceptable because they are limited to the scope of the allegations in the operative complaints. Moreover, the released claims are ““based on *the identical factual predicate* as that underlying the claims in the settled class action.”” (*Ibid.*) In other words, the released claims do not ““go beyond the scope of the allegations in the operative complaint”” (*Ibid.*)

d. Counsel for Both Parties Are Experienced in Similar Litigation

Both Parties' counsel are experienced in wage-and-hour employment law and class actions. (Han Decl., *supra*, at ¶¶ 2-7; Exhibits 1, 2; Szilagyi Decl., *supra*, at ¶¶ 12-24.) Class Counsel have prosecuted numerous cases on behalf of employees for Labor Code violations and are experienced and qualified to evaluate the class claims, settlement versus trial on a fully informed basis, and viability of the defenses. (Han Decl., *supra*, at ¶¶ 2-7; Exhibits 1, 2; Szilagyi Decl., *supra*, at ¶¶ 12-24.) This experience instructed Class Counsel on the risks and uncertainties of further litigation

and guided their determination to endorse the Settlement.¹ (Han Decl., *supra*, at ¶¶ 2-7; Exhibits 1, 2; Szilagyi Decl., *supra*, at ¶¶ 12-24.)

IV. ARGUMENT

a. Class Action Settlements Are Subject to Court Review

California Rules of Court, rule 3.769 requires court approval for class action settlements.² “Before final approval, the court must conduct an inquiry into the fairness of the proposed settlement.” (Cal. Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary approval of class settlements:

(a) A settlement or compromise of an entire class action, or a cause of action in a class action, or as to a party, requires the approval of the court after hearing.

...
(c) Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion.

Courts have discretion to approve settlements that are fair, not collusive, and consider “all the normal perils of litigation as well as the additional uncertainties inherent in complex class actions.” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert. den. *sub nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n* (1981) 452 U.S. 905.)

b. The Proposed Settlement Is a Reasonable Compromise of Claims

An understanding of the amount in controversy is an important factor in whether the settlement “of the class members’ claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186

¹ The final factor mentioned in *Dunk* – the number of objectors – is not determinable until the Class Notice has been provided to the Class, and they have had an opportunity to respond. This information will be provided to the Court in conjunction with the Motion for Final Approval of Class Action Settlement.

² The California Supreme Court has also authorized California’s trial courts to use Federal Rule 23 and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821; see *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where appropriate, the Parties cite Federal Rule 23 and federal case law in addition to California law.

Cal.App.4th 399, 409.) The most important factor in this regard is ““the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement.”” (*Kullar v. Foot Locker Retail, Inc.*, *supra*, 168 Cal.App.4th, at p. 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, *supra*, 186 Cal.App.4th, at p. 409.)

Kullar instructs the court is not to “decide the merits of the case or to substitute its evaluation of the most appropriate settlement for that of the attorneys.” (*Kullar v. Foot Locker Retail, Inc.*, *supra*, 168 Cal.App.4th at p. 133.) *Kullar* does not require a statement of the maximum amount the class could recover if plaintiff prevailed on all his claims, provided there is a record that allows “an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, *supra*, 186 Cal.App.4th at p. 409.) “[A]s the court does when it approves a settlement as in good faith under Code of Civil Procedure § 877.6, the court must at least satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar*, at p. 133.)

i. The Settlement Amount of \$600,000 Is Fair and Reasonable

The Settlement was only possible following significant investigation and evaluation of the relevant policies and procedures, as well as the data Defendant produced for the Class, as referenced in Section III above, permitting Class Counsel to engage in a comprehensive analysis of liability and potential damages. (Han Decl., *supra*, at ¶ 35.)

The claims are predicated on the purported: (1) failure to properly calculate and pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal and rest breaks and pay applicable premium wages; (4) failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure to reimburse business expenses; (7) violation of PAGA; and (8) violation of Business & Professions Code section 17200, *et seq.* (Han Decl., *supra*, at ¶ 36.) Defendant vehemently denies the theories of liability. (*Id.* at ¶ 37.)

While Plaintiffs believe the case is suitable for certification, uncertainties with respect to certification are always present. (Han Decl., *supra*, at ¶ 38.) As the California Supreme Court ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is always a matter of the trial court’s sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*

Stores, Inc. have reached different conclusions concerning certification of wage-and-hour claims.³ (Han Decl., *supra*, at ¶ 38.) Thus, the calculation for the potential damages were discounted.

ii. The PAGA Penalties of \$60,000 Is Reasonable

The provisions of the Labor Code potentially triggering PAGA penalties in this case include Labor Code sections 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198. (Han Decl., *supra*, at ¶ 48.) Defendant asserts, regardless of the results of the underlying causes of action, PAGA penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintains it had a strong argument it would be unjust to award maximum PAGA penalties given the law's current unsettled state concerning PAGA penalties. (Han Decl., *supra*, at ¶ 48; *Thurman v. Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].) Furthermore, Defendant argued without stacking and limited to the initial violation, the PAGA penalties would be limited to about **\$16,000** (160 employees x \$100 penalty for initial violation) on the low end and **\$96,000** (160 employees x \$100 penalty for initial violation x 6 theories of recovery) on the high end. (Han Decl., *supra*, at ¶¶ 49-51.)

Plaintiffs recognized the risk that any PAGA award could be reduced. (Han Decl., *supra*, at ¶ 52.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*) Allocating \$60,000 to PAGA civil penalties was reasonable given the fact Defendant is also paying an additional \$540,000 in the class settlement. (*Ibid.*) When PAGA penalties are negotiated in good faith and "there is no indication that [the] amount was the result of self-interest at the expense of other Class Members," such amounts are reasonable.⁴ (*Ibid.*)

³ (See, e.g., *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification of class claiming misclassification and ordering summary adjudication in favor of employees], review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440 [affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2* (2006) 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006) 141 Cal.App.4th 1422 [affirming denial of certification].)

⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009 U.S. Dist. LEXIS 33900, at *24; see, e.g., *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576,

Considering Defendant's defenses, supporting evidence, and position that the case is not suitable for class treatment, the Settlement Agreement is reasonable, adequate, and fair.

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about **\$3,067,375.88** on the low end and around **\$3,269,575.88** on the high end. (Han Decl., *supra*, at ¶ 53.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$559,790.70	70%	60%	\$67,174.88
Meal Break Premiums	\$437,749.52	60%	50%	\$87,549.90
Overtime/Minimum Wage: Off-the-Clock Work	\$404,400 to \$606,600	50%	50%	\$101,100 to \$151,650
Overtime/Minimum Wage: Rounding	\$13,812.96	30%	50%	\$4,834.54
Overtime/Minimum Wage: Regular Rate	\$2,725.90	30%	40%	\$1,144.88
Unreimbursed Business Expenses	\$251,860	20%	70%	\$60,446.40
Wage Statement Penalty	\$640,000	50%	50%	\$160,000
Waiting Time Penalty	\$757,036.80	50%	50%	\$189,259.20
MAXIMUM TOTAL EXPOSURE	\$3,067,375.88 to \$3,269,575.88⁵			\$671,509.80 to \$722,059.80⁶

Thus, the realistic recovery for this case is about **\$671,509.80** on the low end and **\$722,059.80** on the high end. (Han Decl., *supra*, at ¶ 62.) The Gross Settlement Amount is about eighteen percent (18.35%) of the maximum potential exposure and around eighty-three percent (83.10%) of the maximum realistic exposure at trial, which is an excellent settlement. (*Ibid.*)

The only question at preliminary approval is whether the settlement is within the range of possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594

579, "[T]rial court did not abuse its discretion in approving a settlement which does not allocate any damages to the PAGA claims".)

⁵ (Han Decl., *supra*, at ¶¶ 39-47.)

⁶ (*Id.* at ¶¶ 54-61.)

1 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D. Cal. 2007) 240 F.R.D. 564, 575.) “The fact
2 that a proposed settlement may only amount to a fraction of the potential recovery does not, in and
3 of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.”
4 (*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Ceullar Alaska*
5 *Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of outcome in
6 litigation and avoidance of wasteful and expensive litigation that induce consensual settlements.
7 The proposed settlement is not to be judged against a hypothetical or speculative measure of what
8 might have been achieved by the negotiators”.) This settlement is in line with the realistic exposure
9 if Plaintiffs prevailed at trial and provides a significant recovery for Class Members.

10 **d. Conditional Certification of the Class Is Appropriate**

11 Code of Civil Procedure section 382 “authorizes class actions ‘when the question is one of
12 a common or general interest, of many persons, or when the parties are numerous, and it is
13 impracticable to bring them all before the court.’” (*Sav-On Drug Stores, Inc. v. Superior Court*,
14 *supra*, 34 Cal.4th at p. 326.) California courts certify class actions if plaintiff identifies “both [1]
15 an ascertainable class and [2] a well-defined community of interest among class members.” (*Ibid.*)

16 The Class is ascertainable and numerous as to make it impracticable to join all Class
17 Members, and there are common questions of law and fact that predominate over any questions
18 affecting any individual Class Member. (Han Decl., *supra*, at ¶ 63.) Plaintiffs contend the claims
19 are typical of the claims of the Class, and Class Counsel will fairly and adequately protect the
20 interests of the Class. (*Ibid.*) Plaintiffs also assert the prosecution of separate actions by individual
21 Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

22 **i. The Proposed Class Is Ascertainable and Sufficiently Numerous**

23 “Ascertainability is required in order to give notice to putative class members as to whom
24 the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001)
25 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs
26 by describing a set of common characteristics sufficient to allow a member of that group to identify
27 himself or herself as having a right to recover based on the description.” (*Bartold v. Glendale*
28

1 *Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently
2 numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

3 This case involves approximately four hundred twenty (420) Class Members, meaning the
4 Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 64; *Ghazaryan v. Diva Limousine, Ltd.*
5 (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current and
6 former employees” is sufficiently numerous].)

7 **ii. Class Members Share a Well-defined Community of Interest**

8 The community of interest requirement “embodies three factors: (1) predominant common
9 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
10 (3) class representatives who can adequately represent the class.” (*Sav-On Drug Stores, Inc. v.*
11 *Superior Court*, *supra*, 34 Cal.4th at p. 326.) “[T]he community of interest requirement for
12 certification *does not mandate that class members have uniform or identical claims.*” (*Capitol*
13 *People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis
14 in original).) Rather, courts focus on the defendant’s internal policies and “pattern and practice . .
15 . in order to assess whether that common behavior toward similarly situated plaintiffs renders class
16 certification appropriate.” (*Ibid.*) The application of each of these factors is discussed below.

17 **1. Common Issues Predominate**

18 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory
19 of recovery’ is likely to prove compatible with class treatment.” (*Capitol People First v.*
20 *Department of Developmental Services*, *supra*, 155 Cal.App.4th at p. 690.) In other words, courts
21 determine whether the elements necessary to establish liability are susceptible to common proof,
22 even if the class members must individually prove their damages. (*Brinker Restaurant Corp. v.*
23 *Superior Court* (2012) 53 Cal.4th 1004, 1024). These types of claims are regularly granted class
24 certification when the plaintiff can present evidence of common policies. (See, e.g., *Jones v. JGC*
25 *Dallas LLC* (N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS
26 185042 [certified collective action involving 190 dancers]; *Espinoza v. Galardi South Enters.*
27 (S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS 2904 [court
28 certified class of dancers on state law claims].)

1 Plaintiffs assert common issues of fact and law predominate as to each of the claims
2 alleged. (Han Decl., *supra*, at ¶ 65.) Plaintiffs contend all Class Members were subject to the same
3 or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

4 **2. Plaintiffs' Claims Are Typical of the Class Claims**

5 Typical claims rely on legal theories and facts that are substantially like those of other class
6 members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

7 Plaintiffs are former employees of Defendant and alleges they and Class Members were
8 employed by the same company and injured by the common policies and practices related to the
9 claims described above. (Han Decl., *supra*, at ¶ 66; Declaration of Christopher Valles Re
10 Adequacy In Support of Motion for Preliminary Approval ("Valles Decl."), ¶¶ 2-10, 14-18;
11 Declaration of Brian Mata Re Adequacy In Support of Motion for Preliminary Approval ("Mata
12 Decl."), ¶¶ 2-11.) Plaintiffs seek relief for these claims and derivative claims on behalf of all Class
13 Members. (Han Decl., *supra*, at ¶ 66; Valles Decl., *supra*, at ¶¶ 2-10, 14-18; Mata Decl., *supra*,
14 at ¶¶ 2-11.) Thus, the claims arise from the same employment practices and are based on the same
15 legal theories applicable to the Class. (Han Decl., *supra*, at ¶ 66; Valles Decl., *supra*, at ¶¶ 2-10,
16 14-18; Mata Decl., *supra*, at ¶¶ 2-11.)

17 **3. Plaintiffs Are Adequate to Represent the Class**

18 Plaintiffs have proven to be adequate class representatives. (Han Decl., *supra*, at ¶ 67;
19 Valles Decl., *supra*, at ¶¶ 11-13, 19-23; Mata Decl., *supra*, at ¶¶ 2-11.) Plaintiffs conducted
20 themselves diligently and responsibly in representing the Class in this litigation, understand the
21 fiduciary obligations, and actively participated in the prosecution of this case. (Han Decl., *supra*,
22 at ¶ 67; Valles Decl., *supra*, at ¶¶ 11-13, 19-23; Mata Decl., *supra*, at ¶¶ 2-11.) Plaintiffs spent
23 time in meetings and conferences with Class Counsel to provide them with a complete
24 understanding of the work experience and environment. (Han Decl., *supra*, at ¶ 67; Valles Decl.,
25 *supra*, at ¶¶ 11-13, 19-23; Mata Decl., *supra*, at ¶¶ 2-11.) Plaintiffs have no interest averse to the
26 interests of the other Class Members. (Han Decl., *supra*, at ¶ 67; Valles Decl., *supra*, at ¶¶ 11-13,
27 19-23; Mata Decl., *supra*, at ¶¶ 2-11.)
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e. The Settlement Is Fair, Reasonable, and Adequate

In deciding whether to approve a proposed class action settlement under Code of Civil Procedure section 382, the Court must find a proposed settlement is “fair, adequate and reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class action settlement is presumed fair under the following circumstances: (1) parties reached settlement after arm’s-length negotiations; (2) investigation and discovery were sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) percentage of objectors is small. (*Id.* at p. 1802.) All these elements are present here.

California Rules of Court, rule 3.769(f), provides:

The Class Notice meets all these requirements. The Class Notice advises Class Members of their right to participate in the Settlement, how and when to object to or request exclusion from the Settlement, and date, time, and location of the Final Approval Hearing.

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1 **V. CONCLUSION**

2 Plaintiffs submit the Settlement is in the Class's best interests. Under the applicable class
3 action criteria and guidelines, the Settlement should be preliminarily approved by the Court, Class
4 should be conditionally certified for settlement purposes, and Class Notice should be approved.
5

6 Dated: August 3, 2023

JUSTICE LAW CORPORATION

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8 By: 
9 Douglas Han
10 *Attorneys for Plaintiffs*
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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On August 3, 2023, I served the foregoing document described as

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

for the following case: **Mata, et al. v. Golden Valley Grape Juice and Wine LLC**
LWDA/Court Case No.: **LWDA Case No.: CM-812055-20**
Court Case No.: MCV084386 (Consolidated with Case No. MCV084788
Madera County Superior Court

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

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

[X] BY ELECTRONIC SUBMISSION

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

[X] STATE

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

Executed on August 3, 2023, at Pasadena, California.



Heather Donnelly