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himself and all others similarly situated
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JORGE GONZALEZ TREJO, DANNY
LOPEZ, and LEWIS RENTERIA, on behalf
of themselves and all others similarly
situated,

Plaintiffs,

vs.

MENZIES AVIATION (USA) INC., a
Delaware corporation; AIRCRAFT SERVICE
INTERNATIONAL, INC., a Delaware
corporation; AIR MENZIES
INTERNATIONAL (USA), INC., a
corporation; and DOES 1 through 100,
inclusive

Defendants.

CASE NO. 23STCV15453
Consolidated with Case No. 21STCV26797

[Assigned for all purposes to the
Hon. William F. Highberger, Dept. SS-10]

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT; MEMORANDUM
OF POINTS AND AUTHORITIES**

Date: June 23, 2026
Time: 10:30 a.m.
Dept.: SS-10

Complaint Filed: June 30, 2023
Trial Date: None Set

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12 Attorneys for Plaintiffs
13 DANNY LOPEZ and LEWIS RENTERIA,
14 on behalf of themselves and all others similarly situated
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1 TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on June 23, 2026 at 10:30 a.m., or as soon thereafter as the
3 matter may be heard, in Department SS-10 of the Los Angeles County Superior Court, Spring Street
4 Courthouse, located at 312 North Spring Street, Los Angeles, California 90012, Plaintiffs Jorge
5 Gonzalez Trejo, Danny Lopez, and Lewis Renteria (“Plaintiffs”) will, and hereby do, move this Court
6 for entry of an order, pursuant to rules 3.766 and 3.769 of the California Rules of Court and Code of
7 Civil Procedure section 382, as follows:

8 1. Granting preliminary approval of the Class Action and PAGA Settlement Agreement
9 (“Settlement” or “Settlement Agreement”), the Amendment to Class Action and PAGA Settlement
10 Agreement (“Amendment”), and the Second Amendment to Class Action and PAGA Settlement
11 Agreement (“Second Amendment”);

12 2. Provisionally certifying the following Class for settlement purposes only:

13 All non-exempt employees of Defendants Aircraft Service
14 International, Inc., Menzies Aviation (USA) Inc., and/or Air
15 Menzies International (USA) Inc. (collectively, “Defendants”) in
16 California at any time during the Class Period from June 30, 2019
17 through December 31, 2025 for all Released Class Claims except
18 the Certified *Amaya* Claims and during the Class Period from
19 October 8, 2024 through December 31, 2025 for the Certified
20 *Amaya* Claims.

21 3. Appointing Plaintiffs Jorge Gonzalez Trejo, Danny Lopez, and Lewis Renteria as the
22 Class Representatives;

23 4. Appointing Matern Law Group, PC and The Nourmand Law Firm, APC as Class
24 Counsel;

25 5. Appointing Phoenix Settlement Administrators as the Administrator;

26 6. Approving the proposed Court Approved Notice of Class Action and PAGA Settlement
27 and Hearing Date for Final Court Approval (“Class Notice”); and

28 7. Scheduling a Final Approval Hearing.

Good cause exists for the granting of this motion as the proposed Settlement is fair, adequate,
and reasonable. Additionally, the proposed Class Notice process complies with rules 3.766 and 3.769
of the California Rules of Court, and mailing (via regular First-Class U.S. mail) the Class Notice to the

1 Class Members' most last known mailing addresses is an appropriate form of giving notice.
2 Provisional certification of the Class is appropriate because the proposed Class is ascertainable,
3 common questions of law and fact predominate over any individualized questions, Plaintiffs' claims
4 are typical of those of Class Members, Plaintiffs and their counsel have adequately represented, and
5 will continue to adequately represent, the Class, and proceeding as a class action is a superior means of
6 resolving this dispute.

7 This motion is based upon this notice, the attached Memorandum of Points and Authorities, the
8 accompanying Declarations of Matthew J. Matern, James A. De Sario, Jorge Gonzalez Trejo, Danny
9 Lopez, Lewis Renteria, and Jodey Lawrence, and exhibits thereto, the complete files and records of
10 this case, and any other evidence or oral argument which may be considered by the Court at the time
11 of the hearing.

12 DATED: March 25, 2026

Respectfully submitted,

MATERN LAW GROUP, PC

13
14
15
16 By:



MATTHEW J. MATERN

MATTHEW W. GORDON

IRINA A. KIRNOSOVA

Attorneys for Plaintiffs

DANNY LOPEZ and LEWIS RENTERIA

on behalf of themselves and all others similarly situated

17
18
19
20 DATED: March 25, 2026

THE NOURMAND LAW FIRM, APC

21
22 By: /s/ James A. De Sario

MICHAEL NOURMAND

JAMES A. DE SARIO

Attorneys for Plaintiff

JORGE GONZALEZ TREJO

on behalf of himself and all others similarly situated

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1 **MEMORANDUM OF POINTS AND AUTHORITITES**

2 **I. INTRODUCTION**

3 Plaintiffs Jorge Gonzalez Trejo, Danny Lopez, and Lewis Renteria (“Plaintiffs”) reached a
4 global settlement with Defendants Aircraft Service International, Inc., Menzies Aviation (USA) Inc.,
5 and Air Menzies International (USA) Inc. (collectively, “Defendants”) of Plaintiffs’ wage and hour
6 claims. Those claims are based on, among other things, Defendants’ alleged failure to provide legally
7 compliant meal periods, rest periods, overtime wages, minimum wages, and wage statements.
8 Plaintiffs now seek preliminary approval of the proposed Class Action and PAGA Settlement
9 Agreement (“Settlement” or “Settlement Agreement”), Amendment to Class Action and PAGA
10 Settlement Agreement (“Amendment”), and Second Amendment to Class Action and PAGA
11 Settlement Agreement (“Second Amendment”).¹

12 In exchange for a release of claims, Defendants have agreed to an all-inclusive, non-
13 reversionary settlement of \$4,000,000. A presumption of fairness exists as the proposed Settlement
14 was reached through extensive, arm’s-length negotiations with the assistance of an experienced
15 mediator, sufficient investigation and formal discovery were conducted to allow Plaintiffs’ counsel to
16 act intelligently, and Plaintiffs’ counsel has extensive experience in similar wage-and-hour class and
17 representative action litigation.

18 Preliminary approval is appropriate because the proposed Settlement is within the “ballpark” of
19 reasonableness and is fair, adequate, and reasonable to the putative Class Members, the State of
20 California, and the Aggrieved Employees. The estimated average gross payment per Class Member is
21 approximately **\$301.90**, and the estimated average Individual PAGA Payment is **\$23.50**.

22 Provisional certification of the Class for settlement purposes is appropriate because the
23 proposed Class is ascertainable and sufficiently numerous (6,294 individuals), common questions of
24 law and fact predominate over any individualized questions, Plaintiffs’ claims are typical of those of
25 the Class Members, Plaintiffs and their counsel have adequately represented, and will continue to

26 _____
27 ¹ The proposed Settlement Agreement, the Amendment, and the Second Amendment are
28 attached as Exhibit D, Exhibit E, and Exhibit F, respectively, to the Declaration of Matthew J. Matern
 (“Matern Decl.”). All exhibits are attached to the Matern Decl. unless otherwise indicated.

adequately represent, the Class, and proceeding as a class action is a superior means of resolving this dispute. Accordingly, Plaintiffs request that the Court grant this motion.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. The Parties

Defendant Menzies Aviation (USA) Inc. (“Menzies”), which owns Defendants Aircraft Service International, Inc. (“ASI”) and Air Menzies International (USA) Inc. (“AMI”), provides commercial aviation services, including ground handling, fueling, cargo, passenger, and ancillary services. Declaration of Matthew J. Matern (“Matern Decl.”) ¶ 5. Defendants employ non-exempt workers at airports throughout California. *Id.* ASI primarily provides fueling services for commercial aircrafts and cargo services for UPS. *Id.* In California, Menzies provides ground handling services, cabin cleaning services, and passenger services at LAX only. *Id.* AMI provides freight-forwarding services at airports in California, acting as an intermediary between companies making shipments and the final destination of goods. *Id.*

Plaintiff Jorge Gonzalez Trejo worked for Defendants as a tug driver, loading and unloading cargo for UPS at LAX. Declaration of Jorge Gonzalez Trejo (“Trejo Decl.”) ¶ 3. Plaintiff Danny Lopez worked for Defendants as an airplane fueler at LAX. Declaration of Danny Lopez (“Lopez Decl.”) ¶ 4. Plaintiff Lewis Renteria worked for Defendants as an airplane fueler at San Diego International Airport. Declaration of Lewis Renteria (“Renteria Decl.”) ¶ 4.

B. The Lopez Action

On February 11, 2021, Plaintiff Danny Lopez (“Lopez”) gave written notice to the California Labor and Workforce Development Agency (“LWDA”) and to Defendants of the specific provisions of the Labor Code Defendants allegedly violated, including the facts and theories to support the alleged violations. Matern Decl. ¶ 8. The LWDA did not respond to the notice. *Id.* and Ex. A.

On July 21, 2021, Lopez filed a complaint against Defendants in the Los Angeles County Superior Court, alleging a single representative cause of action for penalties under the Private Attorneys General Act of 2004 (“PAGA”). Matern Decl. ¶ 9. The complaint alleged the following predicate Labor Code violations: (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay

1 Minimum Wages; (5) Failure to Permit Employees to Inspect or Receive Records; (6) Failure to
2 Timely Pay Wages; (7) Failure to Pay All Wages Due to Discharged and Quitting Employees;
3 (8) Failure to Maintain Required Records; (9) Failure to Furnish Accurate Itemized Wage
4 Statements; and (10) Failure to Indemnify for Necessary Expenditures Incurred in Discharge of
5 Duties. *Id.*

6 On September 1, 2021, Defendants filed an answer to Lopez’s complaint. *Id.* ¶ 10. On
7 September 2, 2021, Defendants removed the action to the United States District Court for the Central
8 District of California, Case No. 2:21-cv-07108-DMG-E. *Id.* ¶ 11.

9 On July 19, 2022, Defendants filed a motion to compel arbitration requesting that the Court
10 order Lopez to arbitrate his individual PAGA claim and dismiss Lopez’s non-individual PAGA claim
11 on behalf of other allegedly aggrieved employees. *Id.* ¶ 12. On July 21, 2022, the parties participated
12 in a mediation which was unsuccessful. *Id.* ¶ 13. On December 9, 2022, the Court issued an order
13 denying Defendants’ motion to compel arbitration and finding that Lopez, an airplane fueler, is a
14 transportation worker “engaged in foreign or interstate commerce” and, therefore, he is exempt from
15 the requirements of the Federal Arbitration Act under section 1 of the FAA, 9 U.S.C. § 1. *Id.* ¶ 14.
16 On January 9, 2023, Defendants filed a notice of appeal to the United States Court of Appeals for the
17 Ninth Circuit. *Id.* ¶ 15.

18 On March 16, 2023, the district court entered an order approving the parties’ stipulation to stay
19 the case pending the outcome of the appeal to the Ninth Circuit and to vacate the scheduling order. *Id.*
20 ¶ 16. On July 19, 2024, the Ninth Circuit published an opinion affirming the district court’s denial of
21 Defendants’ motion to compel arbitration. *Id.* ¶ 17; *see Lopez v. Aircraft Serv. Int’l, Inc.*, 107 F.4th
22 1096 (9th Cir. 2025). On October 10, 2024, the district court issued a new Scheduling and Case
23 Management Order setting a trial date for July 15, 2025. *Id.* ¶ 18.

24 On November 26, 2024, Defendants filed a petition for a writ of certiorari with the United
25 States Supreme Court. *Id.* ¶ 19. On January 13, 2025, the U.S. Supreme Court denied Defendants’
26 petition for a writ of certiorari. *Id.* ¶ 20.

27 **C. The Amaya Action**

28 On August 19, 2022, Dora Amaya filed a putative class action and PAGA action against

1 Menzies in the U.S. District Court for the Central District of California, entitled *Dora Patricia*
2 *Amaya, et al. v. Menzies Aviation (USA), Inc.* (United States District Court Case No. 2:22-cv-
3 05915-HDV-MAR). Matern Decl. ¶ 21. On May 8, 2023, Amaya filed a Second Amended Complaint
4 (“SAC”) adding Anibel Silva as a plaintiff and proposed class representative. *Id.* ¶ 22. The SAC
5 alleges claims for (1) failure to pay wages for missed meal periods; (2) failure to pay wages for missed
6 rest periods; (3) failure to reimburse business expenses; (4) failure to provide accurate, itemized wage
7 statements; (5) waiting time penalties; (6) unfair competition; and (7) civil penalties under PAGA. *Id.*

8 On February 8, 2024, the district court granted the *Amaya* plaintiffs’ motion for class
9 certification and certified the following claims: (a) failure to pay wages for missed meal periods; (b)
10 failure to pay wages for missed rest periods; (iii) failure to reimburse business expenses; (c) failure to
11 provide accurate, itemized wage statements; and (d) waiting time penalties. *Id.* ¶ 23. On October 1,
12 2024, the *Amaya* court ordered Menzies to provide the administrator with the names and last-known
13 addresses of all class members within seven (7) days, and for the administrator to mail the class notice
14 to all class members within 15 days. *Id.* According to Defendants’ counsel, the class list for the
15 certified *Amaya* claims included employees through October 7, 2024. *Id.*

16 **D. The Trejo Action**

17 On June 30, 2023, Jorge Gonzalez Trejo (“Trejo”) filed a putative class action and PAGA
18 action against Defendants in Los Angeles County Superior Court, entitled *Jorge Gonzalez Trejo v.*
19 *Menzies Aviation (USA) Inc.*, Case No. 23STCV15453. Matern Decl. ¶ 24.

20 On January 9, 2024, Trejo filed a First Amended Complaint (“FAC”). *Id.* ¶ 25. The FAC
21 alleges claims for (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to
22 provide meal periods; (4) failure to provide rest periods; (5) failure to pay all wages upon termination;
23 (6) failure to provide accurate wage statements; (7) unfair competition; and (8) civil penalties under
24 PAGA. *Id.* ¶ 26. After the *Amaya* court granted class certification, Trejo voluntarily dismissed his
25 class claims for failure to provide meal periods and failure to provide rest periods. *Id.* ¶ 27.

26 **E. The Renteria Action**

27 On April 7, 2025, Lewis Robert Renteria filed a putative class action complaint in San Diego
28 County Superior Court entitled *Lewis Renteria v. Aircraft Service International, Inc., et al.* and

1 assigned Case No. 25CU019342C. Matern Decl. ¶ 28. The *Renteria* complaint alleges that the class
2 period starts on February 9, 2024, one day after the order granting certification in the *Amaya* case. *Id.*

3 **F. Investigation and Discovery**

4 Prior to mediation, Plaintiffs' counsel litigated this case heavily. Matern Decl. ¶ 29. They
5 investigated Plaintiffs' claims and Defendants' anticipated defenses, and obtained relevant written
6 employment policy documents in effect during the class and PAGA periods as well as the complete
7 time records from May 17, 2020 through August 20, 2024 and the complete pay data from May 24,
8 2020 through March 16, 2025. The time data contained records for 4,069 employees and 1,282,113
9 shifts, and the pay data contained records for 4,591 employees and 193,122 pay periods. *Id.*

10 Plaintiffs retained an expert to conduct an analysis and extrapolation of the time and payroll
11 data and to create a damages and penalties model for the mediation. *Id.* ¶ 30.

12 Plaintiffs' counsel took 10 depositions of Defendants' employees, including: two Rule
13 30(b)(6) witnesses; a Fueling Operations Manager (LAX); four General Managers (one each from
14 LAX, San Diego, John Wayne Airport, Santa Ana, and Ontario International Airport), the Director
15 of People Systems and Projects for the Americas; the Director of Payroll and HR Information
16 System; and a Timekeeper from LAX. *Id.* ¶ 31. Plaintiffs' counsel served multiple sets of written
17 discovery on Defendants, including numerous Requests for the Production of Documents,
18 Interrogatories, and Requests for Admission. *Id.* ¶ 32. Lopez submitted his initial expert disclosures
19 and expert report to Defendants on April 8, 2025. *Id.* ¶ 33. A PAGA trial was scheduled to
20 commence on July 15, 2025. *Id.*

21 Based on the data provided by Defendants, the expert prepared a damages and penalties
22 model prior to mediation which allowed Plaintiffs to act intelligently and effectively in negotiating
23 the proposed Settlement. *Id.* ¶ 34.

24 **G. Settlement Negotiations**

25 On April 19, 2025, the Parties participated in a global, all-day mediation with well-respected
26 and experienced mediator, Steve Rottman, which resulted in this Settlement. Matern Decl. ¶ 35.
27 The Parties finalized a long-form agreement ("Settlement" or "Settlement Agreement") which was
28 fully executed as of July 8, 2025. *Id.* ¶ 37, Ex. D. The Parties amended the Settlement Agreement

1 in October 2025 to reflect a modified Class Period for the Certified *Amaya* Claims starting on
2 October 8, 2024, one day after the end date of the class list in *Amaya* (“Amendment”). *Id.*, Ex. E.²

3 The settlement discussions were hard-fought, conducted at arm’s length and not collusive as
4 demonstrated by the fact that the Parties, through their experienced counsel, worked with an
5 objective and experienced mediator, and were fully informed of the relative strengths of the claims
6 and the defenses thereto. *Id.* ¶ 37. The Settlement is the result of an informed analysis of
7 Defendants’ potential liability exposure in relation to the costs and risks associated with continued
8 litigation. *Id.* The Parties went into the mediation willing to explore the potential for a settlement of
9 the lawsuit, but Plaintiffs were also prepared to litigate their position through trial and appeal if a
10 settlement was not reached. *Id.*

11 Pursuant to the Settlement Agreement, the Parties stipulated to consolidate the *Trejo* Action
12 and *Lopez* Action and to file a Consolidated Complaint setting forth the claims alleged in the
13 consolidated *Trejo* Action and *Lopez* Action, adding Renteria as an additional plaintiff and proposed
14 class representative, and adding claims that are part of the release in the Settlement Agreement,
15 including class claims for failure to provide meal periods and failure to provide rest periods for the
16 period from October 8, 2024 to the present, after the class period of the certified claims in the
17 *Amaya* Action. *Id.* ¶ 38. This Court approved the Stipulation on December 10, 2025 and the
18 Consolidated Complaint was filed on December 12, 2025. *Id.*

19 **III. SUMMARY OF THE SETTLEMENT**

20 **A. The Class Members and the Aggrieved Employees**

21 There are approximately 6,294 Class Members who worked 556,997 Workweeks in the Class
22 Period from June 30, 2019 through December 31, 2025. Matern Decl. ¶ 7. The proposed Class is
23 defined as:

24 All non-exempt employees of Defendants Aircraft Service
25 International, Inc., Menzies Aviation (USA) Inc., and/or Air Menzies
26 International (USA) Inc. (collectively, “Defendants”) in California at
any time during the Class Period from June 30, 2019 through

27 ² The amended Court Approved Notice of Class Action and PAGA Settlement and Hearing
28 Date for Final Court Approval (“Class Notice”) is attached as Exhibit 1 to the Amendment.

December 31, 2025 for all Released Class Claims except the Certified *Amaya* Claims and during the Class Period from October 8, 2024 through December 31, 2025 for the Certified *Amaya* Claims.

Settlement Agreement ¶ 1.7; Amendment ¶ 1.14. There are approximately 2,099 Class Members for the Certified *Amaya* Claims who worked approximately 95,637 Workweeks during the Class Period from October 8, 2024 through December 31, 2025. Matern Decl. ¶ 7.

“Aggrieved Employee” means a non-exempt employee of Defendants in California during the PAGA Period which is defined as “the period from May 17, 2020 through June 23, 2025.” Settlement Agreement ¶¶ 1.4, 1.38. There are an estimated 5,320 Aggrieved Employees. *Id.* ¶ 8.

B. Settlement Terms

Defendants have agreed to pay a non-reversionary Gross Settlement Amount (“GSA”) of \$4,000,000, which includes the Individual Class Payments, the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Settlement Agreement ¶ 1.25. The employer’s share of applicable payroll tax payments will be paid separately from and in addition to the GSA. *Id.* ¶¶ 1.25 and 3.1.

Defendants shall fund the GSA by transmitting the funds to the Administrator no later than 15 days after the Effective Date. Settlement Agreement ¶¶ 1.20, 4.3. Within 15 days after Defendants fund the GSA, the Administrator will mail checks and/or transmit funds for the Individual Class Payments, the Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payments, and the Class Representative Service Payments. *Id.* ¶ 4.4.

The “Net Settlement Amount” means the portion of the GSA remaining after deducting the Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the attorneys’ fees and costs, and the Class Representative Service Payments. *Id.* ¶ 1.32. The entirety of the Net Settlement Amount will be distributed to Participating Class Members and there will be no reversion to Defendants. *Id.* ¶¶ 1.26, 3.1.

The GSA will be allocated as follows, subject to Court approval:

1. Individual Class Payments. Individual Class Payments are the Participating Class

Members' respective shares of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. *Id.* ¶ 1.26. Individual Class Payments will be allocated as follows: 20% as wages and 80% as penalties and interest. *Id.* ¶ 3.2.4.1. Each Individual Class Payment will be calculated by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's number of Workweeks. *Id.* ¶ 3.2.4.

2. Class Representative Service Payments. Subject to Court approval, in addition to their Individual Class Payment and Individual PAGA Payment, each Plaintiff will be paid a Class Representative Service Payment not to exceed \$20,000, for a total of \$60,000, for their time, effort, and risks undertaken in bringing and prosecuting the Action and for their general release of all claims, including a waiver of rights under Civil Code section 1542. Settlement Agreement ¶¶ 3.2.1, 5.1, 5.1.1; Matern Decl. ¶¶ 50-56.

3. Class Counsel Fees Payment. Class Counsel shall be entitled to receive reasonable attorney's fees in an amount not to exceed one-third of the GSA, for a total of \$1,333,333.33. Settlement Agreement ¶ 3.2.2.

4. Class Counsel Litigation Expenses Payment. Class Counsel shall be entitled to reimbursement for their litigation expenses in an amount not to exceed \$170,000. *Id.* ¶ 3.2.2.

5. Administration Expenses Payment. The Parties have chosen Phoenix Settlement Administrators ("Phoenix") to administer the proposed Settlement. *Id.* ¶ 7.1. Phoenix will receive no more than \$40,000 for its services. *Id.* ¶ 3.2.3. This amount is reasonable given the size of the Class and the scope of the Administrator's duties. Matern Decl. ¶ 68. There is no conflict of interest between Plaintiffs' counsel and Phoenix. *Id.*

6. PAGA Penalties. The Parties have allocated \$500,000 from the GSA to PAGA Penalties, of which 75% (\$375,000.00) will be allocated to the LWDA PAGA Payment and the remaining 25% (\$125,000.00) will be allocated to the Individual PAGA Payments. Settlement Agreement ¶ 3.2.5. The Administrator will calculate Individual PAGA Payments by (a) dividing \$125,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's number of PAGA Pay

Periods. *Id.* ¶ 3.2.5.1; Amendment, Ex. 1, Class Notice § 4.a. and b.

If an Individual Class Payment or Individual PAGA Payment check remains uncashed for more than 180 days after issuance, it will be void and funds from the voided check will be transmitted by the Administrator to the California State Controller’s Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure § 384(b). Settlement Agreement ¶¶ 4.4.1, 4.4.3.

C. The Releases

Effective upon date that Defendants fund the GSA, all Participating Class Members will release the following claims against the Released Parties:

[A]ll claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaints in the Actions, including: (a) failure to provide meal periods; (b) failure to provide rest periods; (c) failure to pay overtime wages and/or to properly calculate overtime wages due; (d) failure to pay minimum wages; (e) failure to pay all wages upon termination; (f) failure to furnish accurate itemized wage statements; (g) failure to reimburse for necessary expenditures incurred in discharge of duties; (h) failure to permit employees to inspect or receive a copy of records; (i) failure to timely pay wages during employment; (j) failure to maintain required records; and (k) unfair competition (the “Released Class Claims”). The Released Class Claims expressly exclude the Certified *Amaya* Claims from June 30, 2019 through October 7, 2024. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

Settlement Agreement ¶ 1.48; Second Amendment ¶ 5.2.

The Released PAGA Claims include: “all claims for PAGA penalties arising during the PAGA Period that were pled in the operative complaints in the Actions and/or the PAGA Notices or that reasonably could have been pled based upon the factual allegations in the operative complaints in the Actions and/or the PAGA Notices, including without limitation those claims covered by the Released Class Claims. Settlement Agreement ¶ 5.3.

In addition, each Plaintiff agrees to a general release of all claims against the Released Parties and a waiver of the rights under Civil Code § 1542. *Id.* ¶¶ 5.1, 5.1.1.

///

1 **D. Notice and Settlement Administration**

2 No later than 15 business days after the Court grants Preliminary Approval of the Settlement,
3 Defendants will provide the Class Data to the Administrator, identifying each Class Member's name,
4 last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay
5 Periods. *Id.* ¶¶ 1.10, 4.2.

6 Within 21 calendar days after receiving the Class Data, the Administrator will send the Class
7 Notice to all Class Members by regular First-Class U.S. Mail. *Id.* ¶ 7.4.2. Before mailing the Notice
8 Packet, the Administrator will update Class Member addresses using the National Change of Address
9 database. *Id.* Not later than 3 business days after the Administrator's receipt of any Class Notice
10 returned as undeliverable, the Administrator will re-mail the Class Notice using any forwarding
11 address provided. *Id.* ¶ 7.4.3. If no forwarding address is provided, the Administrator will conduct a
12 Class Member Address Search and re-mail the Class Notice to the most current address found. *Id.*

13 Class Members will have 60 calendar days after the Administrator mails the Class Notice to
14 request exclusion from the Settlement, object to the Settlement or challenge their number of
15 Workweeks and/or PAGA Pay Periods ("Response Deadline"). *Id.* ¶ 1.51. For those Class Members
16 whose Class Notices were re-mailed, the Response Deadline will be extended an additional 14
17 calendar days beyond the 60 calendar day to take any of those actions. *Id.* ¶ 7.4.4.

18 A Participating Class Member may object to the proposed Settlement by mailing, faxing, or e-
19 mailing written objections to the Administrator on or before the Response Deadline or extended
20 deadline. *Id.* ¶ 7.7.2; Amendment, Ex. 1, Class Notice, § 7. Alternatively, a Participating Class
21 Member can object orally (or personally retain a lawyer to object at their own cost) at the Final
22 Approval Hearing. *Id.*

23 A Class Member may opt out of the proposed Settlement by sending the Administrator, by
24 fax, e-mail, or mail, a signed letter by the Response Deadline or extended deadline, requesting to be
25 excluded from the Settlement. Settlement Agreement ¶ 7.5.1; Amendment, Ex. 1, Class Notice, § 3.f.
26 Aggrieved Employees may not opt out of the Settlement Agreement. Amendment, Ex. 1, Class Notice,
27 § 3.g. Any Class Member who timely requests exclusion from the Settlement will still receive an
28 Individual PAGA Payment. *Id.*; Settlement Agreement ¶ 7.5.4.

1 Class Members may challenge the number of Workweeks or PAGA Pay Periods allocated to
2 them by informing the Administrator via fax, e-mail or mail by the Response Deadline or extended
3 deadline, preferably with supporting documentation. Settlement Agreement ¶ 7.6; Amendment, Ex. 1,
4 Class Notice § 4.c.

5 **IV. ARGUMENT**

6 **A. The Court Should Provisionally Certify the Class for Settlement Purposes**

7 Code of Civil Procedure section 382 provides that three basic requirements must be met in
8 order to sustain any class action: (1) there must be an ascertainable class; (2) there must be a well-
9 defined community of interest in the question of law or fact affecting the parties to be represented; and
10 (3) certification will provide substantial benefits to litigants and the courts, i.e., proceeding as a class is
11 superior to other methods. *Fireside Bank v. Superior Court* (2007) 40 Cal.4th 1069, 1089; *see also*
12 *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326. Courts utilize a less stringent
13 standard for class certification during settlement. *Global Minerals & Metals Corp. v. Superior Court*
14 (2003) 113 Cal.App.4th 836, 859. The reason: “no trial is anticipated in a settlement class case, so the
15 case management issues inherent in the ascertainable class determination need not be confronted.” *Id.*;
16 *see also Amchem Prods, Inc. v. Windsor* (1997) 521 U.S. 591, 620.

17 **1. The Settlement Class Is Ascertainable and Sufficiently Numerous**

18 To determine whether a class is ascertainable, courts look at: (1) the class definition; (2) the
19 size of the class; and (3) the means available for identifying class members. *Reyes v. Board of*
20 *Supervisors of San Diego County* (1987) 196 Cal.App.3d 1263, 1271. A class is ascertainable where it
21 is “defined in terms of ‘objective characteristics and common transactional facts.’” *Ghazaryan v. Diva*
22 *Limousine, Ltd.* (2008) 169 Cal.App.4th 1524, 1531-32; *see also Sevidal v. Target Corp.* (2010) 189
23 Cal.App.4th 905, 919.

24 Here, the Settlement Class is defined based on objective criteria, as it includes all of
25 Defendants’ nonexempt employees in California at any time during the Class Period from June 30,
26 2019 through December 31, 2025 for all Released Class Claims except the Certified *Amaya* Claims
27 and during the Class Period from October 8, 2024 through December 31, 2025 for the Certified *Amaya*
28 Claims. Settlement Agreement ¶ 1.7; Amendment ¶ 1.14.

1 Class members are ascertainable where “they may be readily identified without unreasonable
2 expense or time by reference to official [or business] records.” *Sevidal*, 189 Cal.App.4th at 919. Here,
3 the identity of Class Members may be easily ascertained from Defendants’ personnel records. Matern
4 Decl. ¶ 7.

5 The Class is also sufficiently numerous. In California, no set number is required as a matter of
6 law for the maintenance of a class action. *Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934
7 (finding that class of 42 was sufficiently numerous). The Class consists of 6,294 individuals. Matern
8 Decl. ¶ 7. Thus, the Class is ascertainable and the numerosity requirement is satisfied.

9 **2. The Settlement Class Shares a Well-Defined Community of Interest**

10 The community of interest requirement embodies three factors: (1) predominant questions of
11 law and fact; (2) class representatives with claims or defenses typical of the class; and (3) class
12 representatives who can adequately represent the class. *Dunk v. Ford Motor Co.* (1996) 48
13 Cal.App.4th 1794, 1806; *Richmond v. Dart Indus. Inc.* (1981) 29 Cal.3d 462, 473-475. In this case, all
14 three factors are met.

15 **a. Common Issues of Law and Fact Predominate**

16 The commonality criterion requires the existence of a common question of law or fact and is
17 generally established with the issues of predominance and typicality. *Daar v. Yellow Cab Co.* (1967)
18 67 Cal.2d 695, 713-14. All that is required is a common question of fact or law exists which
19 predominates over issues unique to an individual plaintiff. The existence of individual issues or facts
20 is not a bar to class certification as long as they do not render class litigation unmanageable or
21 predominate over the common issues. *See B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191
22 Cal.App.3d 1341, 1354 (“presence of individual damages issues cannot bar certification”).

23 Here, Plaintiffs’ claims present common issues of law and fact that predominate over
24 individual issues and thus warrant class certification. Among other allegations, Plaintiffs contend that
25 Defendants failed to provide meal and rest periods because of the operational needs of working at an
26 airport, including changing flight schedules, weather events, equipment issues, and being short staffed.
27 Matern Decl. ¶¶ 39, 49. Plaintiffs further allege that Defendants failed to include non-discretionary
28 bonus payments in the calculation of the regular rate of pay, failed to pay for all hours worked

1 undergoing security checks, and failed to reimburse employees for personal cell phone expenses
2 incurred using a timekeeping application and communicating with supervisors. *Id.* Plaintiffs contend
3 that these alleged violations were the result of common policies and practices implemented by
4 Defendants that were uniform as to all of their non-exempt employees in California. *Id.* Thus, class
5 treatment is appropriate.

6 **b. *Plaintiffs' Claims Are Typical of the Claims of the Class***

7 To satisfy the typicality requirement, California law does not require that plaintiffs have claims
8 identical to the other class members. Rather, the test of typicality for a class representative is whether
9 other members have the same or similar injury, whether the action is based on conduct which is not
10 unique to the named plaintiff, and whether other class members have been injured by the same course
11 of conduct. *Seastrom v. Neways, Inc.* (2007) 149 Cal.App.4th 1496, 1502. The typicality requirement
12 for a class representative refers to the nature of the claim or defense of the representative, and not to
13 the specific facts from which it arose or the relief sought. *Id.* Here, as Plaintiffs' and the Class
14 Members' claims are based on the same legal theories, and arise out of the same unlawful policies and
15 practices, the typicality requirement is satisfied. Matern Decl. ¶ 49; Trejo Decl. ¶¶ 4, 8; Lopez Decl. ¶
16 7; Renteria Decl. ¶ 7.

17 **c. *Plaintiffs and Counsel Will Fairly and Adequately Represent the Class***

18 The question of adequacy of representation "depends on whether the plaintiff's attorney is
19 qualified to conduct the proposed litigation in the plaintiff's interest or not antagonistic to the interests
20 of the class." *McGee v. Bank of Am.* (1976) 60 Cal.App.3d 422, 450. Here, Plaintiffs' counsel are
21 well-regarded and accomplished attorneys who are qualified and experienced in wage-and-hour class
22 action litigation. Matern Decl. ¶¶ 57-63; Declaration of James A. De Sario ("De Sario Decl.") ¶¶ 8-10.
23 Furthermore, because Plaintiffs' claims are typical of those of the other Class Members and are not
24 based on unique circumstances that might jeopardize the claims of the Class, there is no conflict of
25 interest between Plaintiffs and the other Class Members. Matern Decl. ¶ 49; Trejo Decl. ¶ 8; Lopez
26 Decl. ¶ 14; Renteria Decl. ¶ 14. Plaintiffs will make adequate Class Representatives based on their
27 commitment to the Action and the time, effort, risks, and waiver of rights they have undertaken.
28 Matern Decl. ¶¶ 50-56; Trejo Decl. ¶¶ 5-7; Lopez Decl. ¶¶ 5-6, 8-12, 16; Renteria Decl. ¶¶ 5-6, 8-12,

1 16.

2 **3. Proceeding as a Class Action Is Superior to Individual Actions**

3 Under the circumstances, proceeding as a class action is a superior means of resolving this
4 dispute, as the Class Members and the Court will derive substantial benefits. Class certification and
5 the imposition of civil penalties would serve as the only means to deter and redress the alleged Labor
6 Code violations. *See Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 434 (relevant considerations
7 include the probability that each class member will come forward ultimately to prove his or her
8 separate claim to a portion of the total recovery and whether the class approach would actually serve to
9 deter and redress the alleged wrongdoing). Furthermore, individual actions arising out of the same
10 operative facts would unduly burden the courts and could produce inconsistent results, which may be
11 avoided by proceedings on a classwide basis.

12 **B. The Court Should Grant Preliminary Approval of the Proposed Settlement**

13 Review of a proposed class action settlement is a two-step process. The first step is a
14 preliminary hearing to determine whether the proposed settlement is “within the range of possible
15 approval” and whether notice to the class of the settlement terms and scheduling of a final fairness
16 hearing should be approved. *Armstrong v. Bd. of Sch. Directors of City of Milwaukee* (7th Cir. 1980)
17 616 F.2d 305, 314, overruled on other grounds by *Felzen v. Andreas* (7th Cir. 1998) 134 F.3d 873;
18 *Wershba v. Apple Computer Inc.* (2001) 91 Cal.App.4th 224, 234-35, disapproved on other grounds in
19 *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 269. To determine whether a class
20 settlement is fair, adequate, and reasonable a court must be provided with basic information about the
21 nature and magnitude of the claims in question and the basis for concluding that the consideration
22 being paid for the release of those claims represents a reasonable compromise. *Clark v. Am.*
23 *Residential Svcs. LLC* (2009) 175 Cal.App.4th 785, 790, 802-03. The trial court must exercise its
24 discretion through the application of several well-recognized factors when deciding whether a class
25 action settlement is fair. *Id.*

26 The list of factors, which “is not exhaustive and should be tailored to each case,” includes “the
27 strength of Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the
28 risk of maintaining class action status through trial, the amount offered in settlement, the extent of

1 discovery completed and the stage of the proceedings, the experience and views of counsel, the
2 presence of a governmental participant, and the reaction of the class members to the proposed
3 settlement.” *Kullar v. Foot Locker Retail Inc.* (2008) 168 Cal.App.4th 116, 128 (quoting *Dunk*, 48
4 Cal.App.4th at 1801). The most important factor the trial court should consider in determining
5 whether to approve a class action settlement is the strength of the case on the merits balanced against
6 the amount offered in settlement. *Munoz v. BCI Coca Cola Bottling Co. of Los Angeles* (2010) 186
7 Cal.App.4th 399, 408; *Kullar*, 168 Cal.App.4th at 130. In order to approve a class action settlement,
8 the court must satisfy itself that the class settlement is within the “ballpark” of reasonableness. *Kullar*,
9 168 Cal.App.4th at 133.

10 Here, the proposed Settlement merits preliminary approval as it is supported by experienced
11 counsel, it was preceded by extensive formal discovery and investigation, it was reached with the
12 assistance of an experienced mediator, it extinguishes the risks of continued litigation, it provides
13 significant financial recovery to Participating Class Members, and provides a fair, adequate and
14 reasonable distribution of settlement proceeds to Participating Class Members that is in their best
15 interests. Matern Decl. ¶¶ 29-38, 45-48, 57-63.

16 1. The Proposed Settlement Is Entitled to a Presumption of Fairness

17 A presumption of fairness exists where: (1) the settlement is reached through arm’s-length
18 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
19 intelligently; (3) counsel are experienced in similar litigation; and (4) the percentage of objectors is
20 small. *Dunk*, 48 Cal.App.4th at 1806; *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723; 7-
21 *Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146. Based on
22 the arm’s-length negotiations, the extensive investigation and discovery that allowed Plaintiffs’
23 counsel to act intelligently, and the fact that Plaintiffs’ counsel are experienced in wage-and-hour class
24 actions, the proposed Settlement is entitled to a presumption of fairness.³

25 ///

26
27 ³ At preliminary approval, the fourth factor—the percentage of objectors—is not applicable, as
28 notice has not yet been provided and class members have not yet had an opportunity to object.

1 ***a. The Proposed Settlement Was Reached through Arm’s-Length Bargaining***

2 Here, the proposed Settlement is the product of hard-fought and arm’s-length negotiations
3 between experienced counsel with the assistance of a respected mediator over the course of a full-day
4 mediation. Matern Decl. ¶¶ 35-36. Counsel were fully informed of the relative strengths of the claims
5 and defenses thereto and the proposed Settlement is the result of an informed analysis of Defendants’
6 potential liability exposure in relation to the costs and risks associated with continued litigation.
7 Matern Decl. ¶ 36.

8 ***b. Plaintiffs Conducted Extensive Investigation and Formal Discovery***

9 Prior to mediation, Plaintiffs investigated and researched Plaintiffs’ claims and Defendants’
10 anticipated defenses, took ten depositions of Defendants’ employees, obtained Defendants’ relevant
11 written wage and hour policies, and obtained the complete time records of Defendants’ non-exempt
12 employees in California from May 17, 2020 through August 20, 2024 and the complete pay data for
13 the period of May 24, 2020 through March 16, 2025. Matern Decl. ¶ 29. The time data contained
14 records for 4,069 employees and 1,282,113 shifts, and the payroll data contained records for 4,591
15 employees and 193,122 pay periods. *Id.*

16 Plaintiffs retained an expert in data analysis to review and analyze this data sample and
17 prepared a damages and penalties model for the mediation. *Id.* ¶ 30. Accordingly, Plaintiffs’ counsel
18 were able to act intelligently and effectively in negotiating the proposed Settlement. *Id.* ¶ 34.

19 ***c. Plaintiffs’ Counsel Have Extensive Experience in Class Actions***

20 The settlement negotiations were conducted by highly capable and experienced counsel.
21 Matern Decl. ¶¶ 57-63; De Sario Decl. ¶¶ 8-0. Plaintiffs’ counsel have a strong and lengthy record of
22 vigorous and effective advocacy for their clients and are experienced in handling complex wage and
23 hour class action and PAGA litigation. *Id.*

24 **2. The Proposed Settlement Is Fair, Adequate, and Reasonable**

25 The trial court has “broad discretion to determine “whether a settlement [is] fair and
26 reasonable.” *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1389. In order to
27 evaluate whether a class settlement is fair, adequate, and reasonable, courts must be provided with
28 “basic information about the nature and magnitude of the claims in question and the basis for

1 concluding that the consideration being paid for the release of those claims represents a reasonable
2 compromise.” *Kullar*, 168 Cal.App.4th at 133; *Clark*, 175 Cal.App.4th at 802-03. A settlement is not
3 judged against what might have been recovered had a plaintiff prevailed at trial, nor does the
4 settlement need to recoup the maximum amount of damages available to be found fair and reasonable.
5 *Wershba*, 91 Cal.App.4th at 246, 250.

6 In considering whether a settlement is reasonable, the trial court should consider relevant
7 factors, which may include the strength of a plaintiff’s case, the risk, expense, complexity and likely
8 duration of further litigation, the risk of maintaining class action status through trial, the amount
9 offered in settlement, the extent of discovery completed and the stage of the proceedings, the
10 experience and views of counsel, the presence of a governmental participant, and the reaction of the
11 class members to the proposed settlement. *Kullar*, 168 Cal.App.4th at 128.

12 Plaintiffs’ counsel has satisfied the *Kullar* analysis by providing the Court with a detailed
13 evaluation of the maximum potential damages and penalties of the claims that were alleged in this
14 matter. Matern Decl. ¶ 40. In doing so, Plaintiffs’ counsel calculated the maximum potential damages
15 and penalties to be approximately \$91,376,262. *Id.* This amount constitutes a reasonable estimate of
16 the potential recovery, excluding interest, costs, and fees, that could be obtained on behalf of the Class
17 if Plaintiffs’ prevailed in an “everything-goes-right” scenario. *Id.*

18 Here, the proposed Settlement is fair, adequate, and reasonable. Plaintiffs and their counsel
19 considered several factors in reaching the decision to settle at this point in the litigation, including: (a)
20 the risk, expense, time-consuming and uncertain proposition of proving liability, damages and
21 penalties at trial; (b) obtaining the cooperation of current employees would be difficult, given their
22 likely reluctance to aid in the prosecution of a lawsuit against their employer and their likely
23 willingness to assist Defendants; (c) Defendants strenuously deny that they committed any Labor Code
24 violations and contend the class claims are not suitable for class certification under the standard
25 applied to contested certification motions because individual issues and affirmative defenses
26 (allegedly) would predominate should this case go to trial; (d) the potential difficulties in establishing
27 and maintaining certification of the class; (e) the risk that the Court could find the trial unmanageable;
28 (f) continued litigation could lead to an unfavorable judgment and/or a lengthy and unsuccessful

1 appeal and delay any positive recovery for the Class Members; and (g) this area of the law is
2 constantly evolving, creating uncertainty for employees. *Id.* ¶ 41. Plaintiffs further considered the
3 likelihood that a court would substantially reduce any award of civil penalties on the grounds that they
4 were “unjust, arbitrary and oppressive, or confiscatory” pursuant to Labor Code section 2699(e)(2).
5 Matern Decl. ¶ 42.

6 While Plaintiffs and their counsel are confident in the merits of their claims, a legitimate
7 controversy exists as to each cause of action. *Id.* ¶¶ 43-44. All of these risks are obviated by the
8 Settlement. *Id.* ¶ 45. Because of the proposed Settlement, Class Members will receive timely relief
9 with significant financial recovery. *Id.* Based on an estimated Net Settlement Amount of
10 \$1,900,166.67, each Class Member, on average, stands to receive a gross Individual Settlement
11 Payment of approximately **\$301.90**, and each Aggrieved Employee will receive an average Individual
12 PAGA Payment of approximately **\$23.50**. *Id.* ¶¶ 46-47. Accordingly, the Settlement is in the best
13 interest of the Class and an excellent result for Class Members. *Id.* ¶ 48.

14 In sum, when the costs and risks of continued litigation, the uncertainties involved in
15 prevailing at trial, the burdens of proof necessary to establish classwide liability, and the probability of
16 appeal of a favorable judgment are balanced against the merits of Plaintiffs’ claims, it is clear that the
17 non-reversionary GSA of \$4,000,000 is within the “ballpark” of reasonableness. *Id.* Although
18 Plaintiffs’ counsel were prepared to litigate the claims through trial, they support the proposed
19 Settlement as being in the best interests of the Class, the State of California, and the Aggrieved
20 Employees. *Id.* ¶¶ 36, 48.

21 **C. The Proposed Class Notice Is an Appropriate Form of Giving Notice to the Class**
22 **and Satisfies Due Process**

23 “The principal purpose of notice to the class is the protection of the integrity of the class action
24 process.” *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 970. The notice ““must fairly apprise
25 the class members of the terms of the proposed compromise and of the options open to the
26 dissenting class members.”” *Wershba*, 91 Cal.App.4th at 224, 251. Additionally, the notice given
27 should have a reasonable chance of reaching a substantial percentage of the class members. *Cartt*, 50
28 Cal.App.3d at 974. However, there is no statutory or due process requirement that all class members

1 receive the notice. *Id.*

2 The notice plan in this matter is consistent with class notices approved in state and federal
3 courts, is the best notice practicable, and is the method of dissemination likely to give the best actual
4 notice to the greatest number of Class Members. Direct mail notice to Class Members' last known
5 addresses is the best possible notice under the circumstances. *See Mullane v. Central Hanover Bank*
6 *& Trust Co.* (1950) 339 U.S. 306, 319; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 173-176.

7 In accordance with the proposed notice plan, the Administrator will send each Class Member
8 the Class Notice via regular U.S. First-Class mail. Settlement Agreement ¶ 7.4.2. Prior to mailing the
9 Class Notice, the Administrator will perform a search using the National Change of Address List to
10 update and correct any known or identifiable address changes. Settlement Agreement ¶ 7.4.2.

11 The proposed Class Notice provides all of the information a reasonable person would need to
12 make an informed decision about the Settlement. Amendment, Ex. 1, Class Notice. It sets forth the
13 material terms of the Settlement, the proposed fees and costs of administration; details about the Final
14 Approval Hearing and Class Members' rights and options (and their consequences), including the
15 submission of objections and how Class Members can obtain additional information. Amendment, Ex.
16 1, Class Notice §§ 1, 3, 6-9.

17 The Class Notice makes clear that each Class Member will receive an Individual Class
18 Payment unless he or she opts out of the settlement and explains the process for doing so. *Id.*
19 ¶ 3f. The Class Notice comports with the requirements of rules 3.766 and 3.769 of the California
20 Rules of Court. Accordingly, the proposed Class Notice should be approved by the Court.

21 **D. The PAGA Settlement Is Fair, Adequate, and Reasonable and Fulfills PAGA's**
22 **Underlying Purpose to Benefit the Public**

23 The PAGA statute specifically provides that "[t]he superior court shall review and approve any
24 settlement of any civil action filed pursuant to this part." Lab. Code, § 2699, subd. (s)(2). Although
25 the statute does provide the standard for evaluating a PAGA settlement, California's First District
26 Court of Appeal held that the standard is "fair, adequate, and reasonable" as well as meaningful and
27 consistent with the purposes of PAGA." *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 64,
28 disapproved of on other grounds by *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664, 710. In ascertaining

1 the fairness of a PAGA settlement, the trial court may consider many of the same factors used to
2 evaluate the fairness of class action settlements, “including the strength of the plaintiff’s case, the risk,
3 the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement
4 amount.” *Moniz*, 72 Cal.App.5th at 77.

5 The California Legislature enacted PAGA to “augment the limited enforcement capability of
6 the [LWDA] by empowering employees to enforce the Labor Code as representatives of the Agency.”
7 *Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 383, abrogated in part on other
8 grounds by *Viking River Cruises v. Moriana* (2022) 596 U.S. 639, 662. PAGA authorizes an
9 employee to bring an action for “civil penalties on behalf of the state against his or her employer for
10 Labor Code violations committed against the employee and fellow employees.” *Id.* at 360. An action
11 under PAGA to recover civil penalties “is essentially a law enforcement action designed to protect the
12 public and not benefit private parties.” *Id.* at 381. “As the state’s proxy, an employee-plaintiff may
13 obtain civil penalties for violations committed against absent employees [citation], just as the state
14 could if it brought an enforcement action directly.” *Id.*

15 A PAGA action is one of the “primary mechanisms for enforcing the Labor Code.” *Iskanian*,
16 59 Cal.4th at 383. As the state’s proxy or agent, “the employee plaintiff represents the same legal
17 right and interest as state labor law enforcement agencies—namely, recovery of civil penalties that
18 otherwise would have been assessed by and collected by the [LWDA].” *Id.* “[A]n aggrieved
19 employee’s action under [PAGA] functions as a substitute for an action brought by the government
20 itself.” *Id.* The goal of PAGA is to impose civil penalties for Labor Code violations “significant
21 enough to deter violations.” *Id.* at 379.

22 Here, the Settlement provides for civil penalties that meet the standard enunciated in *Moniz*.
23 The PAGA claims will be settled for \$500,000, which is consistent with PAGA’s goal of deterring
24 future violations and providing a benefit to the public through enforcement of state labor laws. *Moniz*,
25 72 Cal.App.5th at 77. It is significant enough to deter Defendants from future violations (Defendants
26 deny that they have committed any violations whatsoever), creating an effective disincentive for
27 Defendants to engage in unlawful business practices. The Settlement provides a substantial benefit to
28 the State of California, with the LWDA receiving \$375,000 to assist with the enforcement of labor

1 laws with the remainder (\$125,000) shared among the Aggrieved Employees. Settlement Agreement ¶
2 3.2.5. The same factors discussed above with respect to settlement of the class claims apply with
3 equal force to the PAGA settlement. Accordingly, the Settlement fulfills the underlying purpose of the
4 statute and confers a substantial benefit on the public.

5 The PAGA Penalties allocation is a generous 12.5 percent of the GSA that far exceeds the zero
6 to three-percent range generally approved by courts. *See, e.g., Nordstrom Comm. Cases* (2010) 186
7 Cal.App.4th 576, 589 (no abuse of discretion in approving a settlement that allocated \$0 to the PAGA
8 claims, where the penalty claims were at issue and resolved as part of the overall settlement of the
9 case); *Gilmore v. McMillan-Hendryx Incorporated* (E.D. Cal., Jan. 20, 2022, No. 1:20-CV-00483-
10 HBK) 2022 WL 184004, at *4 (approving 2.3 percent PAGA allocation of total settlement amount);
11 *Martinez v. Helzberg's Diamond Shops* (C.D. Cal., Apr. 12, 2021, No. EDCV201085PSGSHKX)
12 2021 WL 4730914, at *10 (“PAGA allocation represents approximately two percent of the \$475,000
13 [settlement fund] which is in the range generally approved by courts.”); *de Cabrera v. Swift Beef Co.*
14 (C.D. Cal., Nov. 23, 2020, No. ED-CV-18-2551-PSG-Ex) 2020 WL 13585929, at *9 (PAGA
15 allocation of 0.1 percent of gross settlement approved); *Alcala v. Meyer Logistics, Inc.* (C.D. Cal.,
16 June 17, 2019, No. CV177211PSGAGRX) 2019 WL 4452961, at *9 (finding PAGA allocation of 1.25
17 percent of the \$400,000 settlement fund reasonable); *Erami v. JPMorgan Chase Bank* (C.D. Cal., Dec.
18 3, 2018, No. CV157728PSGPLAX) 2018 WL 11352374, at *6 (approving PAGA settlement which
19 represents 0.9 percent of the total settlement amount).

20 “There is no express or even baseline percentage of recovery required [because] [u]nder the
21 express terms of the PAGA, a verdict value is not guaranteed even if the plaintiff prevails, as courts
22 have discretion to lower the amount of penalties based on the circumstances of a particular case.”
23 *Gilmore*, 2022 WL 184004, at *2 (court “may award a lesser amount than the maximum civil penalty
24 amount [when] to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
25 confiscatory.”), citing Lab. Code, § 2699, subd. (e)(2). Thus, the PAGA portion of the Settlement
26 comports with California law.

27 **E. The Requested Class Representative Service Payments Are Justified**

28 Plaintiffs in class action lawsuits are eligible for reasonable service payments as compensation

1 “for the expense or risk they have incurred in conferring a benefit on other members of the class.”
2 *Munoz*, 186 Cal.App.4th at 412. The Settlement provides for a Class Representative Service Payment
3 not to exceed \$20,000 for each Plaintiff. Settlement Agreement ¶ 3.2.1. The requested service awards
4 are reasonable according to controlling and persuasive case law. *See Clark*, 175 Cal.App.4th at 805-
5 806. The awards are intended to recognize the time, effort, and risks Plaintiffs undertook on behalf of
6 the Class. Matern Decl. ¶ 50.

7 Throughout this litigation, Plaintiffs cooperated with their counsel and took actions to protect
8 the interests of the Class, including: maintaining regular contact with their counsel, searching for and
9 providing their counsel with information and documents to support their claims, discussing their work
10 experiences with their counsel, making themselves available to their counsel, including for the full-day
11 of the mediation, keeping themselves apprised of developments in the Action, making decisions in the
12 Action, including regarding settlement; asked their counsel questions; made sure they understood
13 everything that was going in the Action so they could make the best informed decisions on behalf of
14 the Class; and reviewing the Settlement documents and declarations in support of this motion. *Id.*;
15 Trejo Decl. ¶¶ 6-7; Lopez Decl. ¶ 5; Renteria Decl. ¶ 5.

16 Plaintiffs have also provided valuable information regarding their claims, which was
17 instrumental in attempting to establish the alleged wage and hour violations. Matern Decl. ¶ 50. The
18 recovery provided for in the Settlement would not have been possible to obtain without Plaintiffs’
19 participation. *Id.* ¶¶ 50, 55. Plaintiffs also put the interests of the Class ahead of their own personal
20 interests by postponing the prosecution of their own individual wage and hour claims and any recovery
21 for themselves alone so that the Actions could be litigated on a classwide or representative basis. *Id.* ¶
22 55; Trejo Decl. ¶¶ 7, 10; Lopez Decl. ¶ 11; Renteria Decl. ¶ 11.

23 Plaintiffs faced many risks in pursuing this case as a class action and a representative action.
24 Matern Decl. ¶¶ 51-52; Trejo Decl. ¶ 10; Lopez Decl. ¶¶ 8-9; Renteria Decl. ¶¶ 8-10. Because of
25 Plaintiffs’ efforts, approximately 6,294 Class Members will now have the opportunity to participate
26 in a settlement and to recover payment for alleged workplace violations they may never have known
27 about on their own or been willing to pursue on their own. Matern Decl. ¶ 54. If each Class
28 Member attempted to pursue his or her legal remedies individually, each person would have been

1 required to expend a significant amount of their own time and monetary resources. *Id.* Few
2 individuals are willing to serve as a class representative and assume the substantial risk should the
3 employer prevail in the action. *Id.* ¶ 51.

4 Plaintiffs' willingness to assume the financial risk is significant, as California law provides
5 that the losing party must pay the prevailing party's costs. *Id.* As such, if Plaintiffs did not prevail,
6 they could have been subjected to a cost award in the amount of several thousands of dollars. *Id.*
7 Additionally, as a result of filing a class and representative action against their former employers,
8 Plaintiffs may face reputational harm among potential future employers that could adversely impact
9 their future job opportunities because they may be viewed negatively by bringing this Action. *Id.* ¶
10 52. Moreover, Plaintiffs are giving up more rights than the other Class Members by agreeing to a
11 general release subject to limited exceptions, and waiving their rights under Civil Code section
12 1542. *Id.* ¶ 53; Settlement Agreement ¶¶ 5.1, 5.1.1.

13 The Action and excellent recovery would not have been possible without the aid of Plaintiffs,
14 who devoted their personal time and effort to the Action, sacrificed the value of their own individual
15 claims, placed themselves at risk for the sake of the other Class Members, the State of California,
16 and the Aggrieved Employees, and relinquished more rights than the other Class Members. Matern
17 Decl. ¶ 55. Indeed, by actively pursuing the cases, Plaintiffs furthered California's public policy
18 goal of enforcing the State's wage and hour laws. *Sav-On Drug Stores*, 34 Cal.4th at 340
19 (recognizing the "clear public policy" that is specifically directed at the enforcement of California
20 wage laws). The requested Class Representative Service Payments are therefore reasonable to
21 compensate Plaintiffs for their active participation in the Action, the risks they undertook, and the
22 rights they gave up.

23 **F. The Requested Class Counsel Fees Payment Is Reasonable**

24 The Settlement provides for a Class Counsel Fees Payment in an amount up to one-third of the
25 GSA, for a maximum fee award of \$1,333,333.33, plus a Class Counsel Litigation Expenses Payment
26 not to exceed \$170,000.00. Settlement Agreement ¶ 3.2.2.⁴

27 ⁴ Plaintiffs and their counsel have signed a fee sharing agreement. Matern Decl. ¶ 67.
28

1 Plaintiffs' request for attorney's fees as a percentage of the GSA is supported by the "common
2 fund theory," where "one who expends attorney fees in winning a suit which creates a fund from
3 which others derive benefits, may require those passive beneficiaries to bear a fair share of the
4 litigation costs." *Serrano v. Priest* (1977) 20 Cal.3d 25, 35. This method of calculation is also
5 supported by federal law. *Boeing v. Van Gemert* (1980) 444 U.S. 472, 478 and *In re Pac. Enterprises*
6 *Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-379. The percentage is properly based upon the maximum
7 settlement amount, rather than upon the amount of funds distributed to class members. *Williams v.*
8 *MGM-Pathe Communications Co.* (9th Cir. 1997) 129 F.3d 1026, 1027.

9 The requested fees also are reasonable under the lodestar method, based on the time reasonably
10 spent prosecuting the Action. *Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615,
11 622; *see also In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 ("Empirical
12 studies show that, regardless whether the percentage method or the lodestar method is used, fee awards
13 in class actions average around one-third of the recovery.") (internal quotation marks omitted).
14 Plaintiffs' counsel invested significant time and resources into this case, with payment deferred to the
15 end and entirely contingent on the outcome. *Id.* The efforts expended by Plaintiffs' counsel thus far
16 include, but are not limited to, the following: researching Defendants' wage and hour practices;
17 researching Plaintiffs' claims and Defendants' anticipated defenses; conducting lengthy interviews
18 with Plaintiffs and reviewing documents, including wage statements and other information provided
19 by them; preparing PAGA notice letters; obtaining personnel records for Plaintiffs; preparing the
20 complaints; opposing Defendants' motion to compel arbitration in the *Lopez* Action; litigating the
21 appeal of the district court's denial of Defendants' motion to compel arbitration in the Ninth Circuit,
22 which resulted in a published opinion affirming the court's order (*Lopez v. Aircraft Serv. Int'l, Inc.*,
23 107 F.4th 1096 (9th Cir. 2025)); propounding numerous sets of written discovery on Defendants and
24 meeting and conferring with Defendants' counsel to obtain relevant documents and information,
25 including but not limited to, employees' timekeeping and payroll records, wage statements, employee
26 handbooks, manuals, policies, and procedures; communicating with Plaintiffs regularly; taking ten
27 depositions of Defendants' managers and other employees in the *Lopez* Action; retaining and working
28 with an expert in data analysis to analyze the timekeeping and payroll data; drafting the mediation

1 brief; preparing for and attending the mediation; drafting, negotiating, and revising the Settlement
2 Agreement, Class Notice, and the amendments thereto; preparing the consolidated complaint; and
3 preparing the motion for preliminary approval papers. Matern Decl. ¶ 66.

4 The ultimate determination of attorneys' fees and costs will be properly addressed at the final
5 approval stage, at which time Plaintiffs' Counsel will submit evidence supporting the requested fees as
6 well as their costs.

7 **G. The Requested Administration Costs are Reasonable**

8 The Settlement Agreement provides that Phoenix shall be paid up to \$40,000 for administering
9 the proposed Settlement. Settlement Agreement ¶ 3.2.3. Phoenix has submitted a not-to-exceed
10 estimate of \$36,500. Declaration of Jodey Lawrence ¶ 22, Ex. B; Matern Decl. ¶ 68, Ex. G. Given the
11 size of the Class and the scope of the duties to be performed by the Administrator, this amount is
12 reasonable. Matern Decl. ¶ 68.

13 **V. CONCLUSION**

14 Based on the foregoing, Plaintiffs request that the Court grant this motion in its entirety.

15
16 DATED: March 25, 2026

Respectfully submitted,

17 MATERN LAW GROUP, PC

18
19 By: 

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