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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

SANDEEP PUREWAL, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiff, vs. CHANCELLOR HEALTH CARE, INC., an unknown business entity; CHANCELLOR HEALTH CARE OF CALIFORNIA VIII, INC., an unknown business entity; REVERE COURT MEMORY CARE, an unknown business entity; REVERE COURT ASSISTED LIVING COMMUNITY, an unknown business entity; and DOES 1 through 100, inclusive, Defendants.	Case No.: 34-2021-00296929-CU-OE GDS Honorable Jill H. Talley Department 8A **<u>CLASS ACTION</u>** **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** [Declaration of Proposed Class Counsel (Brian J. St. John) Declaration of Proposed Class Representative (Sandeep Purewal); and [Proposed] Order filed concurrently herewith] Reservation No: A-296929-003 Hearing Date: June 12, 2026 Hearing Time: 9:00 a.m. Department: 8A Complaint Filed: March 19, 2021 FAC Filed: May 19, 2021 Trial Date: None Set

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TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on June 12, 2026, at 9:00 a.m. or as soon thereafter as the matter may be heard before the Honorable Jill H. Talley in Department 8A of the Superior Court of California for the County of Sacramento, located at 500 G Street, Sacramento, California 95814, Plaintiff Sandeep Purewal ("Plaintiff" or "Class Representative") will, and hereby does, move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to the Declaration of Danile Bass in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement;
- Certifying the proposed Class for settlement purposes;
- Appointing Plaintiff Sandeep Purewal as Class Representative;
- Appointing Arby Aiwazian, Joanna Ghosh, Brian J. St. John, and Daniel Bass of Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Notice of Class Action Settlement ("Class Notice"), attached as "**EXHIBIT A**" to the [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement, and directing the mailing thereof in accordance with the Settlement Agreement;
- Approving ILYM Group, Inc., as the Administrator; and
- Scheduling a hearing to consider final approval of the Settlement.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which require approval by the Court of the settlement of a putative class action, and Rule 3.1113(e), which allows the Court to preliminarily certify a class for settlement purposes, and permits the Court to extend the page limit for memoranda.

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Pursuant to Local Rule 1.06 (A), the court will make a tentative ruling on the merits of this matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative ruling may be downloaded off the court's website. If the party does not have online access, they may call the dedicated phone number for the department as referenced in the local telephone directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and receive the tentative ruling. If you do not call the court and the opposing party by 4:00 p.m. the court day before the hearing, no hearing will be held.

This motion is based upon the following memorandum of points and authorities, the Settlement Agreement, the Declaration of Proposed Class Counsel (Brian J. St. John) and Proposed Class Representative (Sandeep Purewal) in support thereof, as well as the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: May 20, 2026

LAWYERS *for* JUSTICE, PC

By: ______________________________

Brian J. St. John
Attorneys for Plaintiff Sandeep Purewal

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Glendale, California 91203

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

Statutes

Other Authorities

Rules

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Sandeep Purewal ("Plaintiff" or "Class Representative") seeks preliminary approval of the Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendants Chancellor Health Care, Inc., and Chancellor Health Care of California VIII, Inc., dba Revere Court (together, the "Defendants"), on the other hand. Subject to approval by the Court, Plaintiff and Defendants (collectively, the "Parties") have agreed to settle the lawsuits for a Total Settlement Amount of $1,050,000.00.[1]

Plaintiff also seeks to provisionally certify the following Class for settlement purposes, which Defendants do not oppose:

> All current and former hourly-paid or non-exempt employees of Defendants in California during the Class Period ("Class" or "Class Members").[2]

Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement ("Participating Class Member") will receive a *pro rata* share of the Net Settlement Amount ("Individual Class Payment The net payment of each Settlement Class Member's Individual Class Payment ("Individual Class Payment") will be distributed to Participating Class Members on a *pro rata* share of the Net Settlement Amount, to be calculated according to the number of Workweeks worked during the Class Period. ("Workweeks").[3]

The Settlement, upon final approval by the Court and funding of the Total Settlement Amount, will operate to resolve the Released Class Claims of Plaintiff and Participating Class Members and the Released PAGA Claims of the State of California.[4]

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[1] Settlement Agreement, attached as "**EXHIBIT 1**" to Declaration of Brian J. St. John ("St. John Decl."), §1.44. Based on its records, Defendant estimated there were 1,510 Class members and 106,324 Total Workweeks during the Class Period; in the event the number of Workweeks during the Class Period increases beyond 5% of 106,324 (i.e., 5,316) Workweeks, then the Total Settlement Amount shall be increased by the *pro rata* percentage increase in excess of 5% over 106,324 (e.g., a 7% increase in Workweeks would result in a 2% (i.e., $20,983.62) increase in the Total Settlement Amount).*See* Settlement Agreement § 8.1.

[2] *Id*., § 1.6. "Class Period" is defined as the period from March 19, 2017, through February 28, 2026. *See id*., § 1.11.

[3] *Id*., §§ 1.22, 1.41, and 1.45.

[4] *Id*., at §§ 5.2 and 5.4. See *id*. at § 5.2 for the full scope of the "Class Released Claims" *id*. at § 5.4 for the full scope

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendants are long-term care facilities that provide a variety of healthcare services. Defendants' services include skilled nursing, rehabilitation, post-acute care, social activities, social services, independent senior living, memory acre, and long-term care. Defendants provide physical, speech, memory cater, occupational, and speech therapy. Plaintiff is a former employee of Defendants.

On March 15, 2021, Plaintiff provided notice by electronic upload to the Labor and Workforce Development Agency and written notice by certified mail to Defendants of her intent to pursue civil penalties under California Labor Code section 2698, *et seq*. ("PAGA") for Defendants' alleged violations of the California Labor Code (the "PAGA Notice").[5] Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond the PAGA Notice.[6]

On March 19, 2021, Plaintiff filed her wage and hour Class Action Complaint for Damages against Defendants, alleging: (1) unpaid overtime; (2) unpaid meal period premiums (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) waiting time penalties; (6) failure to pay timely wages; (7) wage statement violations; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; (10) unfair competition in violation of the California Business & Professions Code.[7]

On May 19, 2021, Plaintiff filed her First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq*. ("FAC") which, *inter alia*, added an additional claim for civil penalties under PAGA against Defendants for the Labor Code violations alleged in the PAGA Notice.[8]

Plaintiff's core allegations are that Defendants have violated California wage and hour law, including but not limited to laws set forth in the California Labor Code, by engaging in a uniform practice and procedure, with respect to Plaintiff, Class Members, and Aggrieved

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of the "PAGA Released Claims," and *id.* at § 1.40 for the definition of the "Released Parties."

[5] St. John Decl., ¶ 2.

[6] *Id.*, ¶ 2.

[7] *Id.*, ¶ 3.

[8] *Id.*., ¶ 4.

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Glendale, California 91203

Employees of, *inter alia*, failing to pay all overtime and minimum wages, at all or at the correct rate of pay, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq*., and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq*.). Plaintiff contends that she, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees and costs.

The Parties have actively litigated the Action since it commenced on March 15, 2021. On December 15 2022, the Parties participated in arm's-length and informed negotiations with David Rottman, Esq., a respected mediator of complex wage and hour actions, which was unsuccessful.[9] The Parties participated in a second private mediation, this time with Hon. Daniel Buckley (ret.), on December 13, 2024.[10] This mediation was again, unsuccessful.[11] On September 30, 2025, the Parties participated in a third mediation, which was again presided over by Hon. Daniel Buckley (ret.).[12] The third mediation was ultimately successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.[13] With the aid of both of the mediators, the Parties reached the Settlement described herein to resolve the Action in its entirety.[14]

III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendants will pay a Total Settlement Amount of $1,050,000.00 to resolve the Case.[15] Subject to approval by the Court, the Net Settlement

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[9] St. John Decl., ¶ 5.
[10] *Id*., ¶ 6.
[11] Ibid.
[12] *Id*., ¶ 7.
[13] Ibid.
[14] Ibid.
[15] Settlement Agreement, §3.1.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

Amount will be calculated by deducting the following amounts from the Total Settlement Amount: (1) attorneys' fees of not more than 35% of the Total Settlement Amount (i.e., $367,5000 if the Total Settlement Amount remains $1,050,000.00) and litigation costs and expenses currently estimated to not to exceed $45,000.00 ("Attorneys Fees and Costs") to Class Counsel; (2) Administrator Expenses Payment, which are currently estimated not to exceed $20,000.00 to the Administrator ("Administrator Expenses Payment"); (3) PAGA Amount of $200,000.00 ("PAGA Penalty Amount"); and (4) payment in the amount of up to $10,000.00 to Plaintiff ("Enhancement Payment").[16] The Parties have agreed to retain ILYM Group, Inc., ("Administrator") to handle the notice and settlement administration process.[17]

Seventy-five percent (75%) of the PAGA Penalty Amount (i.e., $150,000.00) ("LWDA PAGA Payment") will be distributed to the Labor and Workforce Development Agency ("LWDA") and 25% (i.e., $50,00.00) will be distributed on a *pro rata* basis to all current and former hourly-paid or non-exempt employees of Defendants in California who worked for Defendants during the PAGA Period ("Aggrieved Employees").[18] PAGA Members will receive a *pro rata* share of the 25% portion of the PAGA Penalty Amount based on each PAGA Members' number of pay periods in which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period ("PAGA Pay Periods").[19]

The Parties have agreed that the Administrator will determine each Participating Class Member's share of the available Net Settlement Amount ("Individual Class Payment"), in accordance with the Settlement Agreement on a *pro rata* per Workweeks basis, which will be adjusted after Final Approval to reflect the total Workweeks worked by Participating Class Member.[20] The Parties have agreed that the Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA

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[16] Settlement Agreement, §§ 3.2.2, 3.2.3, 3.2.4, and 3.2.1.
[17] *Id.*, § 7.1.
[18] *Id.*, §§ 1.4, 1.25, 1.32, & 3.2.5. "PAGA Period" is defined as the period from March 15, 2020 to the end of the February 28, 2026. *See id.*, § 1.29.
[19] *Id.*, §§ 1.28 & 3.2.5.1.
[20] *Id.*, § 1.21.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

Penalty Amount ($50,000.00) 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 PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.[21]

The Parties agree, for purposes of this Settlement, that 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS Form W-2. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest, penalties, and non-wage damages (collectively the "Non-Wage Portion").[22] The Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, and issue checks to Participating Class Members for their Individual Settlement Payments. Each Individual PAGA Payment will be allocated as 100% penalties and will not be subjected to withholdings.[23] Defendants will provide the funds for any employer-side taxes related to the Individual Settlement Shares separate and in addition to the Total Settlement Amount.[24]

Individual Class Payment and Individual PAGA Payment checks will be negotiable for 180 calendar days from the date of their issuance, and thereafter, shall be voided.[25] Thereafter, funds from uncashed Individual Class Payment and/or Individual PAGA Payment checks shall be transmitted to the California Controller's Unclaimed Property Fund in the name of each Class Member and/or Aggrieved Employee to whom the checks were issued.[26]

Any Class Member may request to be excluded from the Class Settlement by mailing a Request for Exclusion postmarked on or before the date that is 60 calendar days from the date of the initial mailing of the Notice to Class by the Administrator ("Response Deadline").[27]

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[21] Settlement Agreement, § 3.2.5.1.
[22] *Id.,* § 3.2.4.1.
[23] *Id.*, § 3.2.5.2.
[24] *Id.*, § 4.3.
[25] *Id.*, § 4.4.1.
[26] *Id.*, § 4.4.3.
[27] *Id.*, §§ 1.41 & 1.42.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

Aggrieved Employees are eligible for an Individual PAGA Payment, regardless of whether they submit a valid Request for Exclusion form the Class Settlement.[28]

Only Class Members who have not submitted a Request for Exclusion (i.e., Participating Class Member) may object to the Class Settlement by submitting a written objection to the Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval hearing, regardless of whether they submitted a written objection.[29]

In order to dispute the number of Class Workweeks attributable to an individual Participating Class Member, that Class Member must submit a written letter to the Administrator, and include any supporting contrary documents.[30]

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS

The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). Courts review class action settlements in a two-step process: (1) an earlier conditional review by the court; and (2) a later detailed review after the period during which notice is distributed to class members for their comments or objections. Conte & Newberg, *Newberg on Class Actions* § 11.24 (4th Ed. 2002). Preliminary approval of a settlement does not require a court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage. Cal. R. Ct. 3.769(g).

In considering a potential class settlement, a court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant provisional class certification and preliminary approval; the court may

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[28] Settlement Agreement, § 7.5.4.
[29] *Id.*, § 7.7.2.
[30] *Id.*, § 7.6.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

grant such relief upon an informal application by the settling parties and may conduct any necessary hearing in court or in chambers, at the court's discretion. *Newberg,* § 11.25.

V. THE COURT SHOULD PRELIMINARY APPROVE THE SETTLEMENT

The trial court has broad discretion to determine whether a proposed settlement is fair under the circumstances of the case. *Dunk,* 48 Cal.App.4th at 1800. To make this fairness determination, courts must consider several relevant factors, including "the strength of the Plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and view of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Dunk*, 48 Cal.App.4th at 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. Furthermore, courts give "proper deference to the private consensual decision of the parties." *Hanlon*, 150 F.3d at 1027 (citation omitted).

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba*, 91 Cal.App.4th at 245. "A presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Id.*; *Dunk*, 48 Cal.App.4th at 1802; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151.

A. The Settlement Resulted from Arm's-Length Negotiations Based Upon Extensive Investigation and Discovery.

The Parties have actively litigated the case since it commenced on March 15, 2021. Both sides investigated the veracity, strength, and scope of the claims throughout the case, and Class Counsel was actively preparing the matter for class certification and trial.[31]

[31] St. John Decl., ¶¶ 23-28.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of thousands of pages of documents and data from Plaintiff, Defendants, and other sources.[32] The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's and other Class Members' employment records, a detailed sampling of Class Members' time and pay data, Defendants' Employee Handbook, company policy acknowledgements, internal memoranda, job descriptions, new hire orientation checklists, procedures (including but not limited to Defendant's Meal and Rest Period Policy, New Hire Personnel Activity Forms, and Orientation Forms), and policies (including but not limited to Sales Representative Compensation Plans), among other information and documents among other information and documents.[33] Class Counsel had the opportunity to interview Plaintiff and others to gather facts and to identify potential witnesses.[34] In addition, Class Counsel has extensive experience in California wage-and-hour class actions.[35]

The Parties engaged in extensive settlement negotiations and participated in three full-day mediation sessions, the first being conducted by David Rottman Esq., a well-respected mediator experienced in mediating complex labor and employment matters, and the other two conducted by Hon. Daniel Buckley (ret.).[36] Prior to and during the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, including the risks of proceeding with class certification and representative adjudication, the law relating to off-the-clock theory, regular rate, rounding, donning and doffing, meal and rest periods, PAGA representative claims, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of

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[32] St. John Decl., ¶ 25.
[33] Ibid.
[34] Ibid.
[35] *Id.*, ¶ 18.
[36] *Id.*, ¶¶ 5 – 7.

LAWYERS *for* JUSTICE, PC
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Glendale, California 91203

appeals, among other things.[37] During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.[38] Arriving at a settlement that was acceptable to both Parties was not easy. Both sides felt strongly about their ability to prevail at certification and at trial.[39] After conducting investigations, formal and informal discovery, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation.[40]

B. <u>The Settlement Is Fair, Reasonable, and Adequate.</u>

The Settlement represents a fair, adequate, and reasonable resolution of the matter.[41] The Settlement was calculated using the information and data uncovered during litigation, case investigation, and the formal and informal exchange of information.[42] The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the matter at issue.[43] Moreover, considering all of the facts and circumstances of the lawsuit, the Settlement represents a fair, reasonable, and adequate recovery for the Class.[44]

Assuming that the Attorneys Fees and Costs, Enhancement Payment, PAGA Penalty Amount, and Administrative Expense Payment are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Settlement Amount that is currently estimated to be $407,500.00.[45] Additionally, 25% of the PAGA Penalty Amount (i.e., Individual PAGA Payments), which is $50,000 out of $200,000.00, will be distributed to the Aggrieved Employees. The entire Net Settlement Amount will be fully paid out to the Participating Class Members, in accordance with the Settlement Agreement.

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[37] St. John Decl., ¶ 25
[38] Ibid.
[39] Ibid.
[40] Ibid.
[41] *Id.*, ¶¶ 23-28, 34-35.
[42] *Id.*, ¶¶ 24 & 25.
[43] *Id.*, ¶¶ 14-17, 24, 27 & 33-35.
[44] *Id.,* ¶¶ 35-36.
[45] *Id.,* ¶ 9; Settlement Agreement, § 1.26.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

The amount of each Participating Class Member's Individual Class Payment and each Aggrieved Employee's Individual PAGA Payment will be calculated based on their Workweeks and/or PAGA Pay Periods during the Class Period and PAGA Period, respectively.[46] "An allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. Here, the allocation is reasonably related to the number of Workweeks actually worked for Defendants during the relevant period and should be approved.

In light of the foregoing considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and is in the best interest of the Class Members, Aggrieved Employees, and the State of California.[47] Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appear to be competent, and have experience with this type of litigation, and investigation have been completed, as is the case here. *Newberg,* §11.47. Accordingly, the Court should grant preliminary approval of the Settlement.

C. <u>**The Settlement Is of Significant Value.**</u>

Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties conducted extensive formal and informal discovery and exchanged thousands of pages of documents, data, and information prior to mediation.[48] The information that Class Counsel obtained from Plaintiff, Defendants, and other sources allowed Class Counsel to develop valuation models in order to evaluate the potential value and merit of the claims, and perform a complete evaluation of Defendants' defenses thereto.[49] As outlined in the Declaration of Brian J. St. John, Class Counsel performed an extensive analysis of each and every claim pursuant to *Kullar* prior to entering into the Settlement.[50]

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[46] Settlement Agreement, §§ 3.2.4 & 3.2.5.1.
[47] St. John Decl., ¶ 35.
[48] *Id.*, ¶¶ 24-27.
[49] *Id.*, ¶¶ 26 & 33.
[50] *Id.*, ¶¶ 29-34.

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Glendale, California 91203

VI. CERTIFICATION OF THE CLASS IS APPROPRIATE

The requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.[51] California Code of Civil Procedure Section 382 "authorizes class actions when the question is one of a common or general interest, of many persons, or when the Parties are numerous, and it is impracticable to bring them all before the court." *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326. California courts certify class actions where the Plaintiff identifies "both [1] an ascertainable class and [2] a well-defined community of interest among class members." *Id.*

A. The Class Is Ascertainable and Sufficiently Numerous.

"Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be *res judicata*." *Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914. "A class is ascertainable if it identifies a group of unnamed Plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description." *Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828. The proposed Class must also be sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435; *see also Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is not practical at that point). The Class here is estimated to be approximately 1,504 individuals, which is sufficiently numerous.[52] Further, all Class Members can and will be identified by Defendants to the Administrator through a review of Defendants' employment records regarding hourly-paid or non-exempt employees in California who worked during the Class Period. As such, the Class is ascertainable and sufficiently numerous.

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[51] Settlement Agreement, § 11.1.
[52] St. John Decl., ¶ 30.

B. <u>The Share a Well-Defined Community of Interest.</u>

The community of interest requirement "embodies three factors: (1) predominant common questions of law or fact; (2) Class Representative with claims or defenses typical of the class; and (3) Class Representative who can adequately represent the class." *Sav-On*, *supra*, 34 Cal.4th at 326. "[T]he community of interest requirement for certification *does not mandate that class members have uniform or identical claims*." *Capitol People First v. Dep't of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original). Rather, courts focus on the Defendant's internal policies and "pattern and practice . . . in order to assess whether that common behavior toward similarly situated Plaintiff renders class certification appropriate." *Id.* (citing *Sav-On*, 34 Cal.4th at 333).

Here, common issues of law and fact predominate as to each of the claims alleged and asserted in the Action. Based on the documents and information obtained through formal and informal discovery and exchange of information in the case, Plaintiff contends that Class Members performed similar job duties and were subject to uniform operations and employment policies, practices, and procedures during the Class Period, including payroll and recordkeeping practices.[53] As a result, Plaintiffs claims that all of the Class Members were uniformly not paid all compensation due to them from Defendants during the time period at issue. Plaintiff maintains that the outcome of this litigation would be determined by Defendants' alleged uniform operations and employment policies and procedures that applied across its hourly-paid or non-exempt employees in California who worked during the Class Period.

As a member of the Class who were subject to these same policies, practices, and procedures, Plaintiff's claims are typical of the Class. Moreover, Plaintiff has no interests adverse to the Class. Plaintiff has taken steps to initiate and maintain this action and to ensure that it comes to a fair and reasonable resolution.[54] Importantly, Plaintiff has retained a law firm

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[53] St. John Decl., ¶ 16.

[54] Declaration of Sandeep Purewal in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Purewal Decl."), ¶¶ 2-7.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

well-versed in wage and hour class actions, which has at all times represented the best interests of Plaintiff and the Class.[55]

Accordingly, the proposed Class shares a community of interest, and the Court should certify the Class for settlement purposes only.

VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR ATTORNEYS FEES AND COSTS

Class Counsel has litigated the matter for over 5 years and was actively preparing the matter for class certification and trial.[56] The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel reviewed thousands of pages of documents and data[57] and also interviewed and obtained information from Plaintiff and other percipient witnesses, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendants' counsel regarding the pleadings and the production of documents and data prior to mediation.[58] Counsel for the Parties also undertook extensive settlement discussions, which included participating in mediation.[59]

Class Counsel is well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Class.[60]

The Settlement establishes a Total Settlement Amount of $1,050,000.00, and provides for Class Counsel to apply to the Court consisting of attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Total Settlement Amount (i.e., $367,500.00 if the Total Settlement Amount remains $1,050,000.00) and reimbursement of actual costs and expenses currently estimated to not exceed $45,000.00.[61] The attorneys' fees provided for by the Settlement are commensurate with: (1) the risk that Class Counsel took in bringing and litigating the case, (2) the extensive time, effort and expense that Class Counsel dedicated to the case, (3)

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[55] St. John Decl., ¶¶ 18-22.
[56] *Id.*, ¶¶ 24.
[57] *Id.*, ¶ 26.
[58] *Id.*, ¶¶ 24-26.
[59] *Id.*, ¶ 24 & 25.
[60] *Id.*, ¶¶ 18-28.
[61] Settlement Agreement, § 3.2.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

the skill and determination that Class Counsel has shown, (4) the results that Class Counsel has achieved throughout the litigation, (5) the value of the Settlement that Class Counsel has achieved for the Class Members, Aggrieved Employees, and the State of California, and (6) the other cases that Class Counsel had to turn down in order to devote its time and efforts to this matter. The proposed Class Notice provides Class Members that an award of the Attorneys Fees and Costs will be sought, and the amount allocated toward the Attorneys Fees and Costs by the Settlement.[62]

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the "experienced trial judge is the best judge of the value of professional services rendered in his court." *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 (citing *Lealao*, 82 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Id.* at 50.

The California Supreme Court has confirmed the propriety of calculating and awarding attorneys' fees as a percentage of a settlement that has, by litigation, been preserved or recovered for the benefit of others. *Laffitte*, *supra*, 1 Cal.5th 480 at 486 & 506. The Court has taken the position that while "[t]rial courts have discretion to conduct a lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee[,]" and "[t]he percentage of fund method survives in California." *Id*. (internal quotation marks omitted).

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[62] Settlement Agreement, Exh. A.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. *Newberg,* § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the $7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve class action attorneys' fee awards "averag[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); see also *Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No. BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court Case No. BC263646 (Sept. 2006) (wage and hour).

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.[63]

Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiff's Motion for Final Approval of the Settlement and application for the Attorneys Fees and Costs at the Final Approval Hearing. Considering the work performed and the risks incurred, the attorneys' fees provided for by the Settlement are well within the range of reasonableness for preliminary approval.

VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE

California statutory authority and case law vests the Court with broad discretion in fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74. A class notice is adequate if it "present[s] a fair recital of the subject matter and proposed terms" of the Settlement. *Mendoza v. United States* (9th Cir. 1980) 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177).

"Sufficient information about the case should be provided to enable class members to make an informed decision about their participation." *Manual for Complex Litigation* § 21.311

[63] St. John Decl., ¶¶ 10 & 33.

at 413 (4th ed. 2004). The proposed Class Notice describes the Settlement, the deadlines and procedures to submit an objection to the Class Settlement, submit a Request for Exclusion from the Class Settlement, and/or dispute regarding Workweeks, and the date and time set for the Final Approval Hearing.[64] The proposed Class Notice summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.[65] The proposed Class Notice recognizes that the Court has not yet granted final approval of the settlement.[66] The proposed Class Notice also apprises the Class Members and Aggrieved Employees of, *inter alia*, how their Individual Class Payment and if applicable, their Individual PAGA Payment is calculated and the number of Workweeks and PAGA Pay Periods credited to them.[67] The proposed Class Notice fulfills the requirement of neutrality in notice procedure. *Newberg,* at § 8.39.

Thus, the proposed Class Notice satisfies all due process requirements and complies with the standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e); *Newberg*, §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt*, *supra*, 50 Cal.App.3d at 960. Accordingly, the Court should approve the proposed Class Notice.

IX. APPOINTMENT OF THE ADMINISTRATOR

The Parties have selected ILYM Group, Inc. as the Administrator. Within 14 calendar days of receipt of the Class Data, the Administrator will perform an NCOA check and will mail the Class Notice to each Class Member.[68] Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class

[64] Settlement Agreement, Exh. A.
[65] Ibid.
[66] Ibid.
[67] Ibid.
[68] *Id.*, § 7.4.2.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

Notice to Class Members whose Class Notice is returned by the USPS a second time.[69] In the case of a re-mailed Class Notice, the Response Deadline will be the later of 60 calendar days after initial mailing or 15 calendar days from re-mailing.[70] The Administrator will receive and process Request for Exclusions, written objections, and any challenges to Workweeks.[71] In addition, the Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement; calculating and distributing payments due under the Settlement; issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances; providing necessary reports and declarations; and other duties and responsibilities to process the Settlement and as requested by the Parties.[72] The Administrator Expenses Payment is currently estimated to be $20,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.[73] Accordingly, Plaintiff respectfully requests that the Court appoint ILYM Group Inc., as the Administrator and direct the mailing of the Class Notice to the Participating Class Members and Aggrieved Employee in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

X. CLASS REPRESENTATIVE ENHANCEMENT PAYMENT

Plaintiff respectfully requests that the Court appoint her as the Class Representative and preliminarily approve the Enhancement Payment in an amount up to $10,000.00.[74] It is within the Court's discretion to award payment to a Class Representative for her efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299. The factors that courts may consider in determining whether to make an Enhancement Payment include: (1) the risk to the Class Representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the Class Representative; (3) the amount of time and effort

[69] Settlement Agreement, § 7.4.3.
[70] *Id.*, § 7.4.4.
[71] *Id.*, §§ 7.5, 7.6, & 7.7.
[72] *Id.,* § 3.2.5.2.
[73] *Id.*, § 3.2.5.
[74] *Id.*, § 3.2.1.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

spent by the Class Representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the Class Representative as a result of the litigation. *Id*.

The Enhancement Payment is fair and appropriate. Plaintiff spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.[75] Plaintiff was available whenever Class Counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims.[76] Accordingly, it is appropriate and just for Plaintiff to receive $10,000.00 for her services on behalf of the Class, Aggrieved Employees, and the State of California, in addition to her Individual Settlement Payment.

XI. <u>CONCLUSION</u>

For the foregoing reasons, Plaintiff respectfully requests that the Court grant Preliminary Approval of the Settlement; conditionally certify the Class for settlement purposes; preliminary appoint and designate Lawyers *for* Justice, PC as Class Counsel; appoint Plaintiff Sandeep Purewal as Class Representative; appoint ILYM Group, Inc. as Administrator; preliminarily approve the allocations for Attorneys Fees and Costs, Enhancement Payment, PAGA Penalty Amount, and Administrator Expenses Payment; approve the proposed Class Notice; direct the Administrator to undertake the notice and settlement administration process in conformity with the deadlines and procedures provided by the Settlement Agreement; and to schedule a Final Approval Hearing to take place in approximately 6 months.

Dated: May 20, 2026

LAWYERS *for* JUSTICE, PC

By: ______________________________

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Daniel Bass
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[75] St. John Decl., ¶ 11; Purewal Decl., ¶¶ 3-5.
[76] St. John Decl., ¶ 11; Purewal Decl., ¶¶ 2-6.

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