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Attorneys for PLAINTIFFS SULLY MUNERA, VANESSA ZAMUDIO, and CLASS MEMBERS

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

SULLY MUNERA and VANESSA ZAMUDIO, individually on behalf of all others similarly situated

Plaintiffs,

vs.

HEALTH ACCESS FOR ALL INC. DOING BUSINESS AS ANGELES COMMUNITY HEALTH CENTER a California Corporation; and DOES 1 through 25, Inclusive

Defendants.

Lead Case No.: 21STCV19259
(Related Case No. 21STCV25069)

PLAINTIFFS' AMENDED NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND SETTLEMENT PURSUANT TO PRIVATE ATTORNEY GENERAL ACT OF 2004; MEMORANDUM OF POINTS AND AUTHORITIES

FILED CONCURRENTLY WITH AMENDED DECLARATION OF TROY C. SKINNER IN SUPPORT THEREOF; PROPOSED ORDER

Assigned to: Honorable Rupert A. Byrdsong

Dept. 28
Date: June 2, 2026
Time: 8:30 am

Reservation ID: 643187253312

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Cases

Statutes

PLEASE TAKE NOTICE that on June 2, 2026 at 8:30 am or as soon thereafter as the matter may be heard, in Department 28 of the above-entitled Court, located at 111 North Hill Street Los Angeles, CA 90012, Plaintiffs Sully Munera and Vanessa Zamudio will and hereby do move the Court for an order:

1. Granting preliminary approval of the proposed Class and PAGA settlement;
2. Conditionally certifying the Settlement Class for purposes of settlement;
3. Appointing Skinner Law Corp as Class Counsel;
4. Appointing ILYM Group, Inc. as Settlement Administrator;
5. Approving the form and method of Class Notice; and
6. Setting a final approval hearing date.

This Motion is made pursuant to Code of Civil Procedure section 382, California Labor Code section 2699, and relevant case law, including *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 56 Cal. Rptr. 2d 483, as modified (Sept. 30, 1996), on the grounds that the settlement is fair, adequate, and reasonable.

This Motion is based on this Notice, the attached Memorandum of Points and Authorities, the Declarations of Counsel and Settlement Administrator, the signed Long-Form Settlement Agreement, the Proposed Notice to Class, the Proposed Order, and the Court's entire file in this action.

Dated: May 7, 2026

SKINNER LAW CORPORATION

Troy Skinner

Troy C. Skinner
Attorneys for Plaintiffs

I. INTRODUCTION

On May 21, 2021, Plaintiffs Sully Munera and Vanessa Zamudio ("Plaintiffs") commenced this Action by filing a Complaint alleging causes of action against Defendant Health Access for All ("HAFA" or "Defendant") for (1) Failure to Pay Overtime Wages; (2) Failure to Pay Earned Wages Upon Separation; (3) Failure to Authorize and Permit and/or Make Available Meal and Rest Periods (Cal. Lab. Code § 226.7 and 512); (4) Unlawful and Unfair Business Practices; (5) Failure to Furnish Accurate Itemized Wage Statements; and (6) Penalties for Failure to Furnish Records Pursuant to Cal. Lab. Code § 1198.5, 432, and 226 in the Los Angeles County Superior Court, case number 21STCV19259, entitled *Munera, et al. v. Health Access for All, et al*. [Skinner Decl. ¶ 18]. Thereafter, on July 8, 2021, Plaintiffs filed a Complaint against HAFA alleging a single civil penalties cause of action under Cal. Lab. Code § 2699(a)&(f) in the Los Angeles County Superior Court, case number 21STCV25069, entitled *Munera, et al. v. Health Access for All, et al*. [The Complaints filed in coordinated matters, case numbers 21STCV19259 (lead case number) and 21STCV25036, in the Actions are collectively referred to as the ("Operative Complaints.")] [Skinner Decl. ¶ 19]. HAFA denies the allegations in the Operative Complaints, denies any failure to comply with the laws identified in in the Operative Complaints and denies any and all liability for the causes of action alleged. Pursuant to California Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to HAFA and the LWDA by sending the PAGA Notice. [Skinner Decl. ¶ 17]. The parties engaged in formal discovery, which included the production of representative sample sets of timecard data, payroll records, wage statements, and internal communications regarding payroll corrections. On May 1, 2024, the Parties participated in an all-day mediation presided over by mediator Daniel Ben-Zvi, Esq. which led to this Agreement to settle the Action. [Skinner Decl. ¶ 25].

II. Dunk/Kullar Analysis

A. *Summary of the investigation and discovery*

Written discovery was strategically conducted in each of the related cases to inform mediation, evaluate damages, and facilitate settlement negotiations, focusing on the exchange and review of key documents and data. Plaintiffs propounded form interrogatories – general and employment, special interrogatories, and requests for production of documents in both related cases. [Skinner Decl. ¶ 20]. Plaintiffs obtained written discovery responses and documents from the HAFA prior to mediation. [Skinner Decl. ¶ 21]. These documents were critical in facilitating informed settlement discussions. HAFA produced representative samples of employment and payroll data, which were crucial for assessing the scope and impact of the alleged violations. [Skinner Decl. ¶22]. HAFA provided comprehensive Class Data, which included identifying information, last-known mailing addresses, Social Security numbers (redacted), Class Period Workweeks, and PAGA Pay Periods. [Skinner Decl. ¶ 22]. Further, the process involved a detailed review of representative sample sets of timecard data, payroll records, wage statements, and internal communications regarding payroll corrections. These samples were used to substantiate Plaintiffs' claims and to perform a thorough damages analysis. The data covered a representative period and population, allowing for a reliable estimation of class-wide impact. This data was essential for class notice and settlement allocation, ensuring accurate and fair distribution of settlement funds. (Dunk, 48 Cal. App. 4th 1794, as modified (Sept. 30, 1996).) [Skinner Decl. ¶ 22].

The focus of discovery was on the most useful and critical exchanges and cooperative discovery, which allowed the parties to efficiently gather the necessary information without the need for expensive discovery tool and procedures. [Skinner Decl. ¶ 23]. This approach facilitated early mediation and settlement, reducing litigation costs and expediting resolution. [Skinner Decl. ¶ 23].

The discovery conducted was instrumental in shaping the mediation and settlement process. By focusing on key data and representative samples, the parties were able to engage in informed negotiations, leading to a fair and equitable settlement. The discovery conducted in these matters was thorough and strategic, ensuring that the settlement was based on a solid foundation of evidence and analysis. [Skinner Decl. ¶ 24].

B. *Summary of settlement negotiations,*

Settlement negotiations were conducted with a focus on achieving a fair and equitable resolution for all parties involved. The negotiations were facilitated by a structured mediation process, which played a crucial role in reaching the settlement. The parties engaged in an all-day mediation session on May 1, 2024 under the guidance of a neutral mediator, Daniel Ben-Zvi, Esq., who is experienced in handling complex class action settlements. [Skinner Decl. ¶25]. Mr. Ben-Zvi's involvement was instrumental in fostering open communication and facilitating a productive dialogue between the parties. [Skinner Decl. ¶ 26-26].

The negotiations were conducted at arm's length, ensuring that each party had the opportunity to present their positions and concerns. Mr. Ben-Zvi assisted in bridging gaps and addressing contentious issues, allowing the parties to focus on common goals and potential solutions. [Skinner Decl. ¶ 24]. During the mediation session, the parties reached a settlement agreement that reflects a balanced compromise. The settlement agreement was finalized after careful consideration of the risks and benefits of continued litigation versus settlement. The mediator's expertise and guidance were pivotal in achieving this outcome, ensuring that the settlement was fair, reasonable, and in the best interests of the class members. (Dunk, 48 Cal. App. 4th 1794. A memorandum of understanding was drafted and signed at the end of the mediation session. [Skinner Decl. ¶ 26].

The mediation and negotiation process culminated in a comprehensive settlement agreement, which was reached through collaborative efforts and mutual understanding in the several months following the signing of the Memorandum of Understanding. [Skinner Decl. ¶ 26].

C. *Class Counsels*

Class Counsel, Troy C. Skinner of Skinner Law Corporation, has prior experience litigating complex PAGA representative matters in employment law, with a particular focus on wage-and-hour disputes and related statutory claims. His background includes leadership roles in representative actions and successful prosecution of claims on behalf of aggrieved employees. [Skinner Decl. ¶ 27].

Troy C. Skinner has prosecuted employment matters involving wage-and-hour violations, including claims for unlawful conversion of gratuities, unfair competition, retaliation, and PAGA enforcement, in representative actions filed in the Los Angeles Superior Court. [Skinner Decl. ¶ 29]. He has likewise served as counsel in a representative action asserting wage-and-hour violations, rest/meal period issues, unfair competition, and PAGA penalties on behalf of hourly, non-exempt employees. [Skinner Decl. ¶ 27-31]. Skinner Law Corporation has had a number of victories which have significantly advanced the rights of employees, including:

1. Thorne et al. v. Big Dean's Ocean Front, Inc.

Skinner Law Corporation filed and prosecuted *Thorne et al. v. Big Dean's Ocean Front, Inc.*, Los Angeles County Superior Court Case No. 20SMCV01033 in the role of lead counsel. This Class and PAGA representative action involved wage-and-hour claims including unlawful conversion of gratuities, Cal. Lab. Code § 351 violations, unfair competition, retaliation, and PAGA enforcement on behalf of aggrieved employees. [Skinner Decl. ¶ 28].

2. Sachs v. American Gonzo Food Co. LLC, et al.

Skinner Law Corporation filed and prosecuted *Sachs v. American Gonzo Food Co. LLC, et al.*, Los Angeles County Superior Court Case No. 21SMCV01464 in the role of lead counsel. This Class and PAGA representative action involved claims of unlawful tip pooling/withholding, failure to provide rest and meal periods, unfair competition, and PAGA civil penalties across multiple restaurant entities. [Skinner Decl. ¶ 28].

3. Monfort v. Same Day Testing

Role: Lead Counsel; Nature of Action: PAGA representative matter initiated by a February 24, 2021 PAGA notice letter on behalf of Melyssa Monfort and similarly situated employees regarding misclassification, unpaid overtime, missed breaks, wage statement violations, waiting time penalties, and retaliation, directed to Praesidium Diagnostics LLC dba Same Day Testing and its CEO Proof of certified mailing/receipt regarding the Monfort PAGA notice was prepared and documented. [Skinner Decl. ¶ 31].

Through these representative actions, Skinner Law Corporation has demonstrated the capability to investigate, file, and prosecute complex wage-and-hour and PAGA claims, including unlawful tip practices, retaliation, rest/meal period violations, unfair competition, and recordkeeping deficiencies, on behalf of aggrieved employees in California courts. [Skinner Decl. ¶ 29-32].

D. *Summary of the Case*

The cases involve a class and representative action filed by Plaintiffs against HAFA. Plaintiffs allege multiple violations of California labor laws, seeking remedies under both class action and the Private Attorney General Act (PAGA). Below is a summary of the Plaintiffs' claims with the legal and factual basis for each. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 85, 85 Cal. Rptr. 3d 20; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal. App. 4th 399, 112, 112 Cal. Rptr. 3d 324.)

1. Failure to Pay Overtime Wages (Cal. Lab. Code § 510). California law requires employers to pay overtime for hours worked beyond eight in a day or forty in a week. Plaintiffs allege that the Defendant had a policy of not paying overtime wages, despite employees regularly working overtime hours. The complaint states that employees were discouraged from recording hours worked outside scheduled shifts.

2. Failure to Pay Earned Wages Upon Separation (Cal. Lab. Code §§ 201, 202). Employers must pay all earned wages immediately upon discharge or within seventy-two hours of resignation. Plaintiffs claim that HAFA willfully failed to pay all earned wages, including overtime, upon separation from employment, resulting in waiting time penalties.

3. Failure to Authorize and Permit Meal and Rest Periods (Cal. Lab. Code §§ 226.7, 512). Employers must provide meal and rest breaks and pay premium wages for missed breaks. The complaint alleges that employees were required to work through their breaks due to job demands, and HAFA failed to compensate for missed breaks.

4. Unlawful and Unfair Business Practices (Cal. Bus. & Prof. Code § 17200). Engaging in unlawful, unfair, or fraudulent business acts or practices is prohibited. Plaintiffs assert that HAFA's failure to pay due wages, maintain accurate records, and provide accurate wage statements constitutes unlawful and unfair business practices.

5. Failure to Furnish Accurate Itemized Wage Statements (Cal. Lab. Code § 226) Employers must provide accurate itemized wage statements reflecting actual hours worked and wages earned. The wage statements allegedly did not reflect actual hours worked or wages earned, leading to potential penalties.

6. Penalties for Failure to Furnish Records (Cal. Lab. Code §§ 1198.5, 432, 226) Employers must furnish personnel and payroll records upon request. Plaintiffs allege that HAFA failed to provide these records, entitling them to statutory penalties and recovery of attorneys' fees. [Skinner Decl. ¶ 18].

Plaintiffs request certification of the class action, compensatory damages, restitution, equitable accounting, injunctive relief, civil penalties, and attorneys' fees. They also demand a jury trial for all triable issues.

E. <u>*Risks of Further Litigation*</u>

Settlement provides relief to the Aggrieved Employees that is genuine and meaningful, and consistent with the underlying purposes of the PAGA to benefit the public, because it provides fair and reasonable monetary recovery to the State of California and approximately <u>403</u> Class Members who collectively worked <u>38,966</u> Workweeks, and <u>350</u> Aggrieved Employees who collectively worked a total of <u>16,086</u> PAGA Pay Period. Should this litigation continue, there is some doubt that Plaintiffs would prevail on their claims. Absent this Settlement, the harsh reality is that the Action could likely result in no recovery at all, much less at an amount higher than the Gross Settlement Amount. Even in light of the risks with proceeding forward with the Action, the settlement fulfills the underlying purposes of the statute and confers a substantial benefit on the public. [Skinner Decl. ¶ 46].

If the settlement is not approved, the parties face significant risks, expenses, complexity, and an extended duration of litigation. These factors weigh heavily in favor of settlement to avoid the uncertainties and burdens of continued legal proceedings. Litigation inherently involves uncertainty, with no guarantee of a favorable outcome for either party. Plaintiffs face the risk of not prevailing on all claims, while the Defendant risks a potentially larger judgment. [Skinner Decl. ¶ 47].

Proving systemic labor violations requires substantial evidence, including documentation and witness testimony. The risk of evidentiary issues, such as missing records or uncooperative witnesses, could impact the case's success. Continued litigation will result in significant legal expenses, including attorney fees, expert witness costs, and court fees. These costs can escalate quickly, reducing the net recovery for Plaintiffs and increasing financial strain on HAFA. [Skinner Decl. ¶ 46-47]. Both parties will need to allocate substantial resources to manage the litigation, diverting attention and funds from other priorities.

The case involves multiple legal claims under California labor laws, each requiring detailed legal analysis and argumentation. Navigating these complex issues increases the litigation's difficulty and demands specialized legal expertise. Achieving and maintaining class certification adds another layer of complexity, requiring rigorous analysis and potentially contested proceedings. Without settlement, the litigation could extend for several years, including potential appeals. This prolonged timeline delays resolution and prolonged uncertainty for all parties involved. Extended litigation can cause stress and uncertainty for Plaintiffs seeking timely compensation and for the Defendant aiming to resolve the dispute efficiently. The risks, expenses, complexity, and duration of further litigation present compelling reasons to approve the settlement. Settlement offers a more predictable and efficient resolution, providing timely relief to Plaintiffs and allowing HAFA to mitigate potential liabilities and focus on future operations. [Skinner Decl. ¶ 49].

F. *Risks of Maintaining Class Action*

Maintaining class action status in the case of *Munera, et al. v. Health Access For All Inc., et al.* presents several risks that could impact the progression and outcome of the litigation. The court may find that the class does not meet the necessary criteria for certification, such as commonality, typicality, and adequacy of representation. This could result in decertification or denial of class status. [Skinner Decl. ¶ 49].

If individual issues are found to predominate over common questions, the court may decide that a class action is not the appropriate vehicle for resolving the claims. This is particularly relevant in cases with varied employment practices or individualized damages. The complexity of managing a large class action, especially with diverse claims and defenses, may lead the court to question the practicality of proceeding as a class. This could result in challenges to maintaining class status. HAFA may appeal class certification decisions, leading to significant delays and increased litigation costs. This can prolong the resolution and create uncertainty for class members.

Class actions require substantial resources for discovery, legal representation, and administration. The demands on both Plaintiffs and HAFA can be significant, potentially impacting the ability to maintain class status. Overall, these risks highlight the challenges and uncertainties associated with maintaining class action status, which can affect the case's progression and ultimate resolution. [Skinner Decl. ¶ 58-60].

G. *Strength and Maximum Potential of Each of Plaintiffs' claims:*

a. *Failure to Pay Overtime Wages*: Estimated at $2,758,805.80 for unpaid overtime over a four-year period. HAFA may argue that employees were properly classified, that overtime was not authorized, or that records accurately reflect hours worked. [Skinner Decl. ¶ 51].

b. *Failure to Pay Earned Wages Upon Separation*: Includes waiting time penalties, estimated at $69,000.00. HAFA may assert that all wages were paid timely upon termination or that any delays were inadvertent and not willful. [Skinner Decl. ¶ 51].

c. *Failure to Authorize and Permit Meal and Rest Periods*: Estimated at $10,354,340.00 for meal and rest break violations. HAFA may claim that breaks were provided and that any missed breaks were due to employee choice or operational necessity. [Skinner Decl. ¶ 51].

d. *Unlawful and Unfair Business Practices*: Tied to restitution and disgorgement of profits, potentially overlapping with other claims. HAFA may argue compliance with labor laws and challenge the characterization of practices as unfair or unlawful. [Skinner Decl. ¶ 51].

e. *Failure to Furnish Accurate Itemized Wage Statements*: Estimated at $2,220,200.00 for wage statement inaccuracies. HAFA may contend that any inaccuracies were minor, unintentional, and did not cause harm to employees. [Skinner Decl. ¶ 51].

f. *Penalties for Failure to Furnish Records:* Statutory penalties under Labor Code provisions. HAFA may argue that records were provided upon request or that any failure was corrected promptly. [Skinner Decl. ¶ 51].

Claim	**Estimated Maximum Potential Recovery**	**Challenges**
Failure to Pay Overtime	$2,758,805.80	HAFA may argue that employees were properly classified, that overtime was not authorized, or that records accurately reflect hours

		worked.
Meal and Rest Break Violations	$10,354,340	HAFA may claim that breaks were provided and that any missed breaks were due to employee choice or operational necessity
Wage Statement Inaccuracies	$2,220,200	HAFA may contend that any inaccuracies were minor, unintentional, and did not cause harm to employees.
Unpaid Wages at Termination	$69,000	HAFA may assert that all wages were paid timely upon termination or that any delays were inadvertent and not willful
PAGA	$1,606,500	Proving systemic violations requires substantial evidence, which may be difficult to obtain or present.

Proving systemic violations requires substantial evidence, which may be difficult to obtain or present. Maintaining class status could be challenged, leading to potential decertification. Prolonged litigation and appeals could delay resolution and increase costs. The settlement amount reflects a balanced compromise, considering the potential maximum recovery, litigation risks, and defenses. It provides timely compensation to class members while avoiding the uncertainties and expenses of continued litigation. The settlement ensures a fair distribution of funds and addresses the claims efficiently, aligning with the interests of all parties involved. (*Kullar*, 168 Cal. App. 4th 116.)

III. Class Certification

A. *Numerosity*:

There are approximately 403 class members who collectively worked a total of 38,966 workweeks during the class period and approximately 350 Aggrieved Employees who worked a total of 16,086 of the PAGA Pay Periods. [Settlement Agreement § 4.1]. This substantial number of potential class members indicates that individual lawsuits would be impractical. With over 400 individuals potentially affected, joining all class members in separate lawsuits would be inefficient and burdensome for the court system. The logistical challenges and costs associated with individual actions would be prohibitive. Certifying the class would promote judicial efficiency by consolidating numerous similar claims into a single proceeding. This approach ensures consistent adjudication of common legal and factual issues, reducing the burden on the court and the parties involved. [Skinner Decl. ¶ 31, 46].

B. *Ascertainability:*

The Administrator, ILYM Group, Inc., is responsible for administering the settlement and will receive the Class Data from HAFA, which includes identifying information such as names, addresses, Social Security numbers, and work periods. (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) [Settlement Agreement § 7.1]. The Administrator will update Class Member addresses using the National Change of Address database before mailing the Class Notices. If any Class Notices are returned undelivered, the Administrator will conduct a Class Member Address Search and re-mail the notices to the most current address obtained. If any individuals believe they should have been included in the Class Data, the Parties will confer to determine their inclusion as Class Members. If agreed, the Administrator will send them a Class Notice. [Settlement Agreement § 7.4].

HAFA must deliver the Class Data to the Administrator within 15 calendar days after the Court grants Preliminary Approval of the Settlement. [Settlement Agreement § 4.2]. The Administrator must notify Class Counsel of the receipt of the Class Data within three business days. [Settlement Agreement § 7.4.1]. The Administrator will send the Class Notices to all identified Class Members within 14 business days after receiving the Class Data. [Settlement Agreement § 7.4.2]. Class Members have 60 calendar days from the mailing of the Class Notice to submit Requests for Exclusion or objections, with an additional 14 days for those whose notices are re-mailed. [Settlement Agreement § 7.5.1]. The Administrator must provide a list of valid and invalid Requests for Exclusion to Class Counsel and Defense Counsel within five calendar days after the deadline for submitting Requests for Exclusion. [Settlement Agreement § 7.8.2]

C. *Community of Interest:*

The class representatives, Sully Munera and Vanessa Zamudio, have claims that are typical of the class and can adequately represent the class, as required by California law. (*Linder v. Thrifty Oil*

Co. (2000) 23 Cal. 4th 429, 2 P, 2 P.3d 27, as modified (Aug. 9, 2000).). The class representatives allege violations of California labor laws, including failure to pay overtime, failure to provide meal and rest breaks, and issuance of inaccurate wage statements. These claims are common to all class members, who are similarly situated hourly non-exempt employees. [Skinner Decl. ¶ 44].

The legal and factual issues faced by the class representatives are identical to those faced by the class. This includes HAFA's alleged systemic employment practices that affected all class members in the same manner. The class representatives have demonstrated a commitment to pursuing the litigation on behalf of the class, seeking remedies that benefit all affected employees. There are no apparent conflicts of interest between the class representatives and other class members. [Skinner Decl. ¶ 44]. Their interests are aligned in seeking compensation and compliance with labor laws.

The class representatives are supported by experienced legal counsel, ensuring that the class's interests are effectively represented throughout the litigation process. Sully Munera and Vanessa Zamudio have claims typical of the class and can adequately represent the class. Their alignment with the class's legal and factual issues, combined with their commitment and competent legal representation, supports their role as class representatives. [Zamudio Decl ¶ 3-5.; Munera Del. ¶ 3-5]

D. <u>Miscellaneous</u>

The settlement includes terms that extend beyond the specific allegations in the operative complaint. This approach is taken to achieve a comprehensive resolution and address potential future claims, aligning with the principles outlined in (*Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal. 5th 260.).) [Skinner Decl. ¶ 45].

By addressing issues beyond the immediate scope of the complaint, the settlement aims to resolve all related disputes between the parties. This can prevent future litigation over similar or related issues, providing finality and peace of mind for both parties. Including broader terms in the settlement can reduce the need for additional legal proceedings, saving time and resources for both the Plaintiffs and the Defendant. It streamlines the resolution process and minimizes ongoing legal expenses. The settlement may preemptively address claims that could arise from similar facts or circumstances, thereby reducing the risk of future lawsuits. This proactive approach benefits both parties by mitigating potential legal exposure. The inclusion of terms outside the scope of the operative complaint in the settlement is a strategic decision aimed at achieving a comprehensive and efficient resolution. It reflects a negotiated compromise that addresses current and potential future disputes, aligning with the legal principles stated in *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal. 5th 260

III. SETTLEMENT AGREEMENT

A. The Basics

The "Class" is defined as all persons employed by HAFA in California and classified as employees who worked during the Class Period from March 21, 2017, to May 1, 2024. [Settlement Agreement § 1.5; 1.12]

B. Releases

1. Scope:

Participating Class Members release wage-and-hour claims that were or could have been alleged based on Action facts during the Class Period. [Settlement Agreement § 5.2]. PAGA Released Claims: Upon final judgment, all Aggrieved Employees (including opt-outs) release PAGA claims based on PAGA Period facts alleged in the Action and LWDA letter. [Settlement Agreement § 5.3].

2. Cal. Civ. Code Section 1542

The waiver of rights under Cal. Civ. Code § 1542 in the settlement agreement applies only to the individually named plaintiffs, Sully Munera and Vanessa Zamudio. This waiver does not extend to the class members. It means that only the named plaintiffs are giving up their rights to any unknown claims related to the case, ensuring that their potential claims are fully resolved. Class members retain their rights to any unknown claims they may have. [Settlement Agreement § 5.1.1].

3. Effective Date:

The release for absent class members will be deemed effective upon full funding of the settlement. This ensures that class members' claims are only released once the settlement funds are secured, protecting their interests by guaranteeing that compensation is available before any rights are relinquished. This timing aligns with the best interests of the class, as it provides assurance that the settlement terms are fulfilled before the release takes effect. [Settlement Agreement § 1.18].

4. *Class Data:*

The settlement agreement includes confidentiality provisions. These provisions require that the terms of the settlement and related discussions remain confidential until preliminary approval is filed. There are also restrictions on publicity and discussion of the settlement details to ensure privacy and compliance with the agreement. Confidentiality provisions in the settlement agreement are designed to protect the interests of the class by ensuring that sensitive information is not disclosed prematurely. These provisions can prevent external influences or disruptions that might arise from public disclosure, allowing the settlement process to proceed smoothly. [Settlement Agreement § 12.2]. These provisions do not impede Class Counsel's ability to discharge fiduciary duties. Class Counsel can still communicate necessary information to class members and the court as required, ensuring transparency and compliance with legal obligations. [Settlement Agreement § 12.2]

C. Monetary Terms of Settlement

1. Settlement Amount*:* The Gross Settlement Amount: $400,000.00.00, non-reversionary, to cover Individual Class Payments, Individual PAGA Payments, the LWDA's 75% PAGA allocation, Class Counsel's fees/expenses, service awards, and administration costs; employer-side payroll taxes paid separately. [Settlement Agreement §§ 1.22, 1.27-1.28, 3, 3.1, 3.1.5, 4.4]. The Agreement allocates $75,000.00 to PAGA penalties, with 75% ($56,250.00) to the LWDA and 25% ($18,750.00) to Aggrieved Employees, distributed pro rata by PAGA Pay Periods. [Settlement Agreement §§ 1.35, 3.1.5, 3.2.5.1].

2. Deductions from the settlement fund*:*

Up to 33.33% fees ($133,320.00), up to $9,000.00 costs; up to $7,500.00 per Class Representative; Administrator costs not to exceed $15,000.00 absent good cause; any reductions revert to the Net Settlement. [Settlement Agreement §§ 3.1.2–3.1.3, 3.1.1] The settlement agreement allocates up to $133,320.00 for attorney's fees, representing 33.33% of the total $400,000.00 settlement amount. This allocation is subject to court approval and is intended to compensate Class Counsel for their work in prosecuting the case, including legal research, discovery, negotiations, and settlement administration. [Settlement Agreement §§ 1.22, 1.7, 3.1.1–3.1.3]

The case involves multiple claims under California labor laws, requiring specialized legal expertise and significant time investment to navigate complex legal issues. Class Counsel conducted extensive investigation, engaged in discovery, participated in mediation, and negotiated the settlement terms. Their efforts were crucial in achieving a favorable outcome for the class. [Skinner Decl.¶ 20-26].

The settlement provides monetary relief to class members and addresses systemic employment practices, reflecting the effective representation by Class Counsel. The fees compensate for the risk undertaken by Class Counsel in working on a contingency basis, where payment was contingent on a successful outcome. The proposed attorney's fees are consistent with typical percentages in class action settlements and reflect the value of the legal services provided.

The class representatives, Sully Munera and Vanessa Zamudio, are proposed to receive $7,500.00 each as a service award. This amount compensates them for their time, effort, and risks undertaken in representing the class. The award recognizes their contributions to the litigation, including participating in discovery, attending mediation, and assisting counsel in case preparation. It also acknowledges the personal and professional risks they assumed by acting as named plaintiffs, such as potential reputational harm and the burden of litigation. The award is subject to court approval and is considered reasonable given the scope and duration of the case. (*Clark v. Am. Residential Servs. LLC* (2009) 175 Cal. App. 4th 785, 96 Cal. Rptr. 3d 441.)

The Settlement will be funded in eighteen (18) equal monthly installments of $22,222.22 each. The first $22,222.22 installment is due within thirty (30) days after the Court enters the final approval order, assuming no appeals, and each subsequent installment is due by the last day of the subsequent month. [Settlement Agreement § 3]

33 1/3% of each Individual Class Payment as wages (W-2); 66 2/3% as non-wage penalties/interest (IRS Tax Form 1099); Individual PAGA Payments reported on IRS Tax Forms

1099. [Settlement Agreement § 3.2.4.1; § 3.2.5.2]. This allocation, distribution methodology, and scope of PAGA release are, reasonable, and adequate in light of PAGA's purposes. [Settlement Agreement § 5.3].

The Administrator will disburse the Gross Settlement Amount consistent with the 18-month installment schedule, and, within 14 calendar days after funding, will issue all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, approved Class Counsel Fees and Expenses, approved Service Awards, and approved Administration Costs . Disbursement of Class Counsel Fees, Expenses, and Service Awards shall not precede disbursement of Individual Class and Individual PAGA Payments. No reversion; funding and disbursement timelines set; checks void not less than 180 days; uncashed checks to Controller's Unclaimed Property Fund. [Settlement Agreement §§ 3, 4.3–4.4.4, 4.4.1, 4.4.3].

D. Notice Administration

The Parties request approval of ILYM Group, Inc. as the Settlement Administrator and of the form and content of the proposed Class Notice (Exhibit A to the Settlement Agreement), which will be mailed in English with Spanish translation and will prominently disclose estimated Individual Class and PAGA Payments, Workweeks and Pay Periods, deadlines for exclusions, objections, and workweek/pay period challenges, and hearing Information. [Settlement Agreement §§ 1.11, 7.4.2, 7.4.4, 7.5–7.7; Class Notice] .

The notice procedures include address updating via the National Change of Address database, skip tracing and re-mailings for returned notices, a 60-day response period (plus 14 days for re-mailed notices), and Administrator reporting. [Settlement Agreement §§ 7.4.2–7.4.5, 7.8.3].

Subject to the Court's calendar, Plaintiffs propose the following:

- Preliminary Approval Order entered: [date to be determined].
- Defendant to provide Class Data to Administrator: within 15 calendar days after Preliminary Approval. [Settlement Agreement § 4.2].
- Administrator to mail Notice: within 14 business days after receiving Class Data. [Settlement Agreement § 7.4.2].

- Deadline to Submit Requests for Exclusion, Objections, and Workweek/Pay Period Challenges: 60 calendar days from initial mailing; extended by an additional 14 calendar days beyond the 60 calendar days otherwise provided in the Class Notice for all Class Members show notice is re-mailed. [Settlement Agreement §§ 1.44, 7.4.4, 7.5.1, 7.7.2, 7.6].
- Objections to Settlement/Challenges to Calculation of Workweeks: Participating Class Members may send written objections to the Administrator, by fax or mail, not later than 60 calendar days after the Administrator's mailing of the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice was re-mailed). [Settlement Agreement §§ 7.7.2, 7.6].
- Administrator to provide Exclusion List (Opt-outs) and Administrator's Declaration: within 5 calendar days after opt-out deadline; Administrator shall provide a declaration not later than 14 calendar days before final approval filing deadline. [Settlement Agreement §§ 7.8.2, 7.8.5].
- Motion for Final Approval (and motion for fees/expenses/service awards): filed no later than 16 court days prior to the Final Approval Hearing. [Settlement Agreement §§ 3.1.1–3.1.2, 10].
- Final Approval Hearing: [date to be determined by the Court].
- Funding of Gross Settlement and employer payroll taxes: no later than 14 calendar days after the Effective Date. [Settlement Agreement § 4.3].
- Disbursements (Individual Class and PAGA Payments; LWDA payment; fees/expenses; service awards; admin costs): within 14 calendar days after funding. [Settlement Agreement §§ 1.18, 4.4].
- Check stale date: not less than 180 days from mailing; uncashed funds to California Controller's Unclaimed Property Fund. [Settlement Agreement §§ 4.4.1, 4.4.3].

E. <u>Responses to Notice.</u>

Class members may submit written objections to the settlement by mailing them to the settlement administrator. Objections should include the objector's name, address, and a statement of reasons for the objection. There is no requirement to file objections with the court. Class members wishing to exclude themselves from the settlement must submit a written, signed request for exclusion to the settlement administrator. The request should clearly state the class member's desire to opt out of the settlement. [Settlement Agreement §§ 7.4.4, 7.7.2]

Class members may dispute the estimated number of workweeks used to calculate their settlement payment. Disputes must be submitted in writing to the settlement administrator, along with any supporting documentation. The deadline for submitting objections, requests for exclusion, and disputes to workweeks is 60 calendar days from the date the notice is mailed. This deadline is reasonable, providing sufficient time for class members to review the settlement terms and make informed decisions. Class members who receive remailed notices will be granted an additional 14 days to submit their responses, ensuring fairness and accommodating any delays in receiving the notice. [Settlement Agreement §§ 7.4.4, 7.7.2]

The objection procedure is aligned with the opt-out process, requiring only that objections be mailed to the settlement administrator. This simplification reduces barriers for class members wishing to express their concerns. All class members, regardless of compliance with objection procedures, will have the opportunity to be heard at the final approval hearing. The notice will be modified to reflect that any class member attending the hearing may speak regarding their objection, ensuring inclusivity and transparency. [Settlement Agreement §§ 7.7.2, 10.1]

F. <u>Distribution of Unclaimed Settlement Checks to Unclaimed Property Fund</u>

Settlement checks will remain valid for 180 days from the date of issuance.

Uncashed settlement checks will be directed to the California State Controller's Unclaimed Property Fund. To ensure compliance with Code of Civil Procedure section 384, the following steps will be taken: The settlement administrator will track all issued checks and notify class members of any uncashed checks before the expiration period. Reasonable efforts will be made to contact class members with uncashed checks, including address verification and re-mailing if necessary. [Settlement Agreement §§ 4.4.2, 7.8.5]

After the 180-day validity period, any remaining uncashed checks will be transferred to the California State Controller's Unclaimed Property Fund in compliance with Code of Civil

Procedure section 384. The settlement administrator will document all efforts to contact class members and provide a report to the court detailing the transfer of uncashed funds to ensure transparency and compliance with statutory requirements. [Settlement Agreement §§ 4.4.2., 4.4.3]

By directing unclaimed funds to the Unclaimed Property Fund, the settlement ensures that class members who may come forward in the future can still claim their share. This aligns with the lawsuit's goal of compensating affected individuals. The Unclaimed Property Fund serves the public interest by holding funds for rightful owners, ensuring that the settlement's benefits are not lost but remain accessible. This distribution method complies with Code of Civil Procedure section 384, which mandates that unclaimed funds be used in a manner that benefits the public or the class. It aligns with legal precedents emphasizing that settlement funds should serve the interests of the class or the public (See *State of California v. Levi Strauss & Co.* (1986) 41 Cal. 3d 460; *In re Microsoft I-V Cases* (2006) 135 Cal. App. 4th 706*; Nachshin v. AOL, Inc.* (2011) 663 F.3d 1034; *Dennis v. Kellogg Co*. (2012) 697 F.3d 858.)

III. <u>EXHIBITS</u>

- Exhibit A - Release
- Exhibit B - Proof of submission to the LWDA.

Dated: May 7, 2026

Respectfully submitted,
SKINNER LAW CORP
By: Troy Skinner
Troy C. Skinner
Attorneys for Plaintiffs and the Settlement Class

PROOF OF SERVICE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

Cal. Civ. Proc. Code § 1013 and 1013a (West)

I, the undersigned, hereby certify that I am a citizen of the United States and over the age of eighteen; I work in the County of Ventura California, in which County the within mailing took place; and I am not a party to the subject case. My business address is 21 S California St. Suite 305 Ventura, CA 93001

On May 7, 2026, I served the within

1. **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND SETTLEMENT PURSUANT TO PRIVATE ATTORNEY GENERAL ACT OF 2004; MEMORANDUM OF POINTS AND AUTHORITIES**

Pettit Kohn Ingrassia Lutz & Dolin PC
Shannon R. Finley, Esq. (SBN 294329)
Nicole D. Allen, Esq. (SBN 292323)
5901 W. Century Blvd., Suite 1100
Los Angeles, CA 90045
Attorneys for Defendant

X_ ONLY BY ELECTRONIC TRANSMISSION. Based on an agreement between the parties to accept service by e-mail or electronic transmission, I caused such document(s) to be electronically served to those parties listed above. The file transmission was reported as complete and a copy of the Service Receipt will be maintained with the original document(s) in our office.

____ BY MAIL. I am readily familiar with Skinner Law Corporation's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the US Postal Service on the same day with postage thereon fully pre-paid at Ventura, California in the ordinary course of business.

_____EXPRESS MAIL/OVERNIGHT DELIVERY. I placed such envelope in an authorized express mail/overnight delivery package with delivery fees paid for or provided for and deposited said package at an express mail depository regularly maintained by the express mail/overnight delivery carrier.

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

Executed this day May 7, 2026, at Ventura, California.

____

Troy Skinner
Troy C. Skinner

Make a Reservation

SULLY MUNERA, et al. vs HEALTH ACCESS FOR ALL INC

Case Number: 21STCV19259 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2021-05-21 Location: Stanley Mosk Courthouse - Department 28

Reservation

Case Name: SULLY MUNERA, et al. vs HEALTH ACCESS FOR ALL INC	Case Number: 21STCV19259
Type: Motion re: (PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND SETTLEMENT PURSUANT TO PRIVATE ATTORNEY GENERAL ACT)	Status: RESERVED
Filing Party: Sully Munera (Plaintiff)	Location: Stanley Mosk Courthouse - Department 28
Date/Time: 06/02/2026 8:30 AM	Number of Motions: 1
Reservation ID: 643187253312	Confirmation Code: CR-CYKEFQDMJZ32XKVJ3

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
TOTAL			**$0.00**

Payment

Amount: $0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a
Payment Date: n/a	

Print Receipt | Reserve Another Hearing | View My Reservations

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