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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MERCED

DAVID CHAVEZ, on behalf of himself, the Class Members, the State of California, and Aggrieved Employees; Plaintiff, v. TEASDALE FOODS, INC; and DOES 1 through 10, inclusive; Defendants.	Case No.: 21CV-03035 Hon. Mark Bacciarini Courtroom 10 **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: August 15, 2025 Time: 8:15 a.m. Courtroom: 10 Action Filed: September 7, 2021

TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

NOTICE IS HEREBY GIVEN that on August 15, 2025 at 8:15 a.m., or as soon thereafter as the matter may be heard, in Courtroom 10 of the Superior Court of California, County of Merced, Old Merced Courthouse located at the 627 W. 21st Street, Merced, California 93450, before Hon. Mark Bacciarini, of the Superior Court of the State of California, County of Merced, and pursuant to Cal. Code Civ. Proc. § 382, Cal. R. Ct. 3.769, and Cal. Lab. Code § 2699(I)(2), Plaintiff David Chavez, on behalf of himself, the Class, the State of California and Aggrieved Employees ("Plaintiff"), moves the Court for preliminary approval of the Class Action Settlement Agreement and Release (the "Settlement" attached as **Exhibit 1** to the accompanying Declaration of Ori Edelstein). The Settlement resolves the claims in this action on a class and PAGA wide basis. In particular, Plaintiff move for an order:

(1) Granting preliminary approval of the Settlement;

(2) Conditionally certifying the Class for settlement purposes under Cal. Code Civ. Proc. § 382 for settlement purposes only;

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

(4) Approving the Class Notice as it pertains to the Settlement Class (attached as **Exhibit A** to the Settlement Agreement) and finding that the proposed method of disseminating the Class Notice meets the requirements of due process and constitutes the best notice practicable under the circumstances;

(5) Preliminarily appointing and approving Schneider Wallace Cottrell Kim LLP (formerly known as Schneider Wallace Cottrell Konecky LLP) as Class Counsel for the Settlement Class;

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

(7) Preliminarily appointing and approving Plaintiff David Chavez as Class Representative for the Class;

(8) Preliminarily appointing and approving Phoenix Class Action Administrative Solutions ("Phoenix"), as the Settlement Administrator for the Class;

(9) Authorizing Phoenix to mail and email the approved Class Notice to the Class as set forth in the Settlement; and

(10) Preliminarily approving the proposed schedule and procedure for completing the final approval process for the Settlement, including setting the Final Approval Hearing:

Event	Deadline
Deadline for Defendant to provide Phoenix with the Class List	Within twenty-one (21) days after the Court's Preliminary Approval of the Settlement
Deadline for Phoenix to mail the Class Notice to Class Members and Aggrieved Employees	Within ten (10) business days after receipt of the Class List
Deadline for Class Members to postmark written requests to opt-out or file objections to the Settlement ("Notice Deadline")	Sixty (60) days after the Class Notice is initially mailed to the Class
Deadline for Phoenix to provide all counsel with a report showing: (i) the names of Class Members and Aggrieved Employees; (ii) the Settlement Awards owed to each Class Member and Aggrieved Employee; (iii) the final number of Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; and (iv) the number of undeliverable Notices of Settlement	Within ten (10) business days after the Notice Deadline
Deadline for filing of Plaintiff's motion for final approval of the Settlement	As soon as practicable
Effective Date	the date of the later of (a) if there are no objections submitted, entry by the Court of a final approval order and judgment finally certifying the Settlement Class and approving the settlement, or (b) if there are objections to the settlement, thirty-five (35) calendar days after the Court enters a final approval order and judgment approving the settlement, or (c) if any appeal, writ, or other appellate proceeding opposing the Court's final approval order approving the settlement has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the settlement have been finally and conclusively dismissed with no right to pursue further remedies or relief.
Deadline for Defendant to fund the First Installment of the Gross Settlement Amount into Phoenix's designated account, and to deposit the calculated employer tax contributions	Within thirty (30) days of Final Approval of the Settlement
Deadline for Defendant to fund the Second Installment of the Gross Settlement Amount into Phoenix's designated account, and to deposit the calculated employer tax contributions	Within one (1) year, i.e. three hundred sixty-five (365) days after the First Installment is due
Deadline for Phoenix to calculate the employer's share of taxes and provide Defendant with the total amount of employers' share of taxes	As soon as practicable

Deadline for Phoenix to make the Second Disbursement, for payments to itself for Settlement Administrator Costs from the Gross Settlement Amount; payments to Class Counsel for Class Counsel's Costs and Fee Award from the Gross Settlement Amount; Service Award to the Plaintiff as class representative from the Gross Settlement Amount; individual Settlement Awards to Participating Class Members from the Net Settlement Amount	Within five (5) business days after the First Installment or the Effective Date, whichever is later
Deadline for Phoenix to make the Second Disbursement, for payments to payments to Class Counsel for Class Counsel's Fee Award from the Gross Settlement Amount; individual Settlement Awards to Participating Class Members from the Net Settlement Amount; and payments to the LWDA and to the Aggrieved Employees from the PAGA Payment	Within five (5) business days after the First Installment or the Effective Date, whichever is later
Deadline for Phoenix to send reminder postcards via mail and email to employees who have yet to cash their settlement checks	Ninety (90) days after issuance
Check-cashing deadline	One hundred eighty (180) days after issuance
Deadline for Phoenix to provide written certification of completion of administration of the Settlement to counsel for all Parties and the Court	As soon as practicable
Deadline for Phoenix to tender uncashed check funds to the check funds to the Unclaimed Property Fund or *cy pres* recipient	As soon as practicable
Deadline for Plaintiff to file a Post-Distribution Accounting report	Within twenty-one (21) days after the final distribution of any remaining monies

The Motion is based on this notice; the following Memorandum of Points and Authorities; the Declaration of Ori Edelstein; and all other records, pleadings, and papers on file in the action and such other evidence or argument as may be presented to the Court at the hearing on this Motion. Plaintiff also submits a Proposed Order Granting Preliminary Approval of Class Action Settlement with his moving papers.

Date: July 18, 2025

Respectfully Submitted,

<u>/s/ Ori Edelstein</u>
Carolyn Hunt Cottrell
Ori Edelstein
Michelle S. Lim
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Attorneys for Plaintiff David Chavez,
on behalf of himself, the Class,
the State of California and Aggrieved Employees

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I. INTRODUCTION

After over four years of intense litigation, including extensive discovery and investigation, certification of the class and multiple subclasses, two mediations with experienced wage and hour mediators, and extensive arm's-length negotiations between counsel, the Parties have reached a Settlement of this wage and hour class and Private Attorneys General Act of 2004 ("PAGA") action.[1] Plaintiff David Chavez ("Plaintiff") now seeks preliminary approval of the proposed Settlement.

These actions are based on Defendant Teasdale Foods, Inc.'s ("Defendant") alleged violations of California wage and hour laws, resulting in, *inter alia*, the underpayment of wages and the failure to provide compliant meal periods to approximately 183 Class Members and 278 Aggrieved Employees, who are current and former non-exempt employees who worked for Defendant in California between September 7, 2017 and May 19, 2025.

With this non-reversionary Settlement of $1,500,000.00, the Parties are resolving claims that almost certainly never would have been prosecuted as individual actions. The Settlement provides an excellent benefit to the members of the Class, Aggrieved Employees, and the State of California and an efficient outcome in the face of expanding litigation. The Settlement provides excellent average recoveries of over $2,119 per Class Member. With this Settlement, the Parties are resolving numerous wage and hour claims unlikely to have been prosecuted as individual actions. The Settlement easily falls within the range of reasonableness required for preliminary approval, and the Settlement provides the Parties' agreement that the proposed Class satisfies all the criteria for class certification under Cal. Code Civ. Proc. § 382.

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

II. FACTUAL AND PROCEDURAL BACKGROUND

A. The Pleadings and Pre-Certification Discovery and Mediation

On May 20, 2021, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") of his intent to pursue his PAGA action against Defendant. Edelstein Decl., ¶ 10. On September 7, 2021, Plaintiff initiated his PAGA action against Defendant. *Id.* Plaintiff subsequently amended his complaint, bringing the same underlying claims on behalf of a class. *Id.*

The operative Complaint alleges that Defendant violated multiple Labor Code sections including:

[1] The Class Action Settlement Agreement and Release ("Settlement") is attached as **Exhibit 1** to the accompanying Declaration of Ori Edelstein in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Edelstein Decl.").

(1) failure to pay minimum and overtime wages; (2) failure to provide meal and rest periods; (3) failure to timely pay final wages during employment and upon separation of employment; (4) failure to provide accurate, itemized wage statements; (5) failure to keep requisite payroll records; (6) unlawful business practices; and (7) violations of the PAGA. *Id.*; *see generally*, First Amended Class and Representative Action Complaint (filed Aug. 1, 2023).

On May 18, 2023, the Parties attended a full-day, private mediation with experienced wage and hour mediator, Hon. Raul Ramirez (Ret.) in an attempt to resolve the then-PAGA only matter, but the mediation was not successful. Edelstein Decl., ¶ 11. Following the Parties' unsuccessful attempt to informally resolve this matter, the Parties reengaged in the litigation. Plaintiff conducted significant written discovery, as well as depositions of Defendant's corporate witnesses. *Id*., ¶ 12. In response Plaintiff's discovery efforts, Defendant provided Plaintiff with numerous policy documents and data, as well as extensive timekeeping and payroll records for the putative class, which were then analyzed by Plaintiff's expert, Gabriel Anello. *Id*. ¶¶ 13-18. With respect to Plaintiff's investigative efforts, Plaintiff conducted multiple interviews with putative Class Members and Aggrieved Employees and gathered declarations from two of them with regards to their experiences working for Defendant. *Id*. ¶ 17.

B. Defendant's *Pick Up Stix* Settlements

Prior to class certification, Plaintiff learned that Defendant had engaged in pre-certification communications and individual settlements with class members. Plaintiff's *Ex Parte* Application for Curative Measures (filed July 30, 2024). The individual "Settlement and Release Agreement" informed class members that Plaintiff had filed a PAGA and class action in this matter, and specifically stated that signatories "decided to enter into this agreement to resolve all of the issues set forth" regarding this action in exchange for a monetary sum. *See* Declaration of Andrew Weaver in Support of Plaintiff's *Ex Parte* Application for Curative Measures, Ex. 2, at 1-2 (filed July 30, 2024) (English translated version of the "Settlement and Release Agreement" offering $1,680.00 to a class member signatory).

As part of Defendant's opposition, Defendant confirmed that all employees offered with such agreements (hereinafter referred to as "Pick Up Stix Settlements") under *Chindarah v. Pick-Up Stix, Inc.*, 171 Cal.App.4th 796 (2009) with the same language, which all reflected the purpose of such agreements: to release the claims specifically asserted in this action. *See* Declaration of Janira Vasquez, ¶ 5, Exs. A-B (filed July 30, 2024); Declaration of Prisma N. Valencia in Support of Defendant's Opposition to Plaintiff's *Ex Parte* Application for Curative Measures, ¶¶ 5-8, Exs. A-B (filed July 30, 2024); Declaration of Ivan Jimenez, ¶¶ 4-7, Ex. A (filed July 30, 2024).

The Court subsequently denied Plaintiff's *ex parte* application without prejudice, finding the Pick

Up Stix Settlements, as well as the offer letter and script used to obtain signatures for such agreements, and other evidence did not demonstrate abuse. Order on Plaintiff's *Ex Parte* Application for Curative Measures (filed Aug. 21, 2024) (referencing Tentative Ruling issued Aug. 14, 2024).

Since then, Defendant represented that 229 of the 412 certified class members signed individual Settlement and Release Agreement with Defendant between the dates of September 7, 2017, through December 31, 2023, covering all but 10,101 workweeks for that period for the certified class, and compensating such signatories ("Released Employees") with an aggregate monetary total of $223,640.00. Settlement ¶ 7. The Released Employees received an average Pick Up Stix Settlement of $976.59 per person. Edelstein Decl., ¶ 24.

C. Class Certification and Subsequent Mediation and Settlement

Plaintiff filed his motion for class certification on June 17, 2024, which Defendant opposed on July 17, 2024. *Id.* ¶ 15. In its opposition, Defendant confirmed that it changed its procedure to specifically itemize meal period premium payments in 2020, and that Defendant stopped its rounding policy to ensure that since January 1, 2024, now pays individuals by the minute, and changed its payroll system to ensure automatically pay meal period premium payments for late meal periods and prohibit short ones.[2]

On August 28, 2024, the Court granted certification on behalf of a class of "[a]ll current and former hourly, non-exempt workers employed by [Defendant] throughout California between September 7, 2017, and August 28, 2024." *See* Amended Minute Orders (filed Aug. 28, 2024)[3].

On February 13, 2025, the Parties participated in a second, all-day mediation with experienced wage and hour mediator, Steve Grossman. Edelstein Decl., ¶ 19. Although mediation was not immediately successful, the Parties ultimately agreed to a mediator's proposal of a Gross Settlement Amount of $1,500,000.00 to resolve the certified class claims and the PAGA claims alleged in this action. *Id.* ¶ 20.

After the agreement to settle, counsel for the Parties extensively met and conferred over the detailed terms of the settlement for purposes of executing a long-form settlement agreement and worked to finalize

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[2] *See* Defendant's Memorandum of Points and Authorities in Opposition to Plaintiff's Motion for Class Certification, at 2:23-3:2 (filed July 17, 2024); Declaration of Cecilia Millan in Opposition to Plaintiff's Motion for Class Certification, ¶¶ 13-14 (filed July 17, 2024).

[3] The Court also certified the following subclasses: Rounding Subclass ("[a]ll current and former hourly, non-exempt workers employed by [Defendant] throughout California between September 7, 2017, and June 10, 2023"); Late Meal Subclass ("[a]ll current and former hourly, non-exempt workers employed by [Defendant] throughout California between September 7, 2017, and December 31, 2023, whose time records reflect a short or late meal period"); Regular Rate Subclass ("[a]ll current and former hourly, non-exempt workers employed by [Defendant] throughout California between September 7, 2017, and December 31, 2023, who received overtime or a meal or rest period premium at less than their regular rate of pay"); and Entry/Exit Protocol Subclass ("[a]ll current and former hourly, non- exempt workers employed by [Defendant] throughout California between September 7, 2017, and August 28, 2024"). *Id.*

the Settlement Agreement and corresponding notice documents, subject to the Court's approval. *Id.* ¶ 21. Several drafts and revisions were circulated in order to arrive at the final settlement. *Id.* The parties executed the long-form Class Action Settlement Agreement on July 16, 2025. *Id.*; *see* Settlement.

III. TERMS OF THE SETTLEMENT

A. Basic Terms and Value of the Settlement

The Settlement provides that Defendant will pay a total, non-reversionary Gross Settlement Amount of $1,500,000.00 in consideration for the release of certified class claims and the PAGA claims, following final approval of the Settlement. Settlement, ¶ 2.p. The "Net Settlement Amount," or the amount available to the Class Members, is the Gross Settlement Amount less: Plaintiff Chavez's Service Award (up to $20,000.00 to David Chavez); Class Counsel's Fee Award of up to $689,200.00, (40% of the combined Gross Settlement Amount plus total Pick Up Stix Settlement value of $223,000.00) and Class Counsel's Costs (up to $75,000.00); the Settlement Administrator Costs (estimated to be $10,500.00); and the "PAGA Payment" ($150,000.00), which, pursuant to the PAGA, 75% of the PAGA Payment will be paid to the LWDA ($112,500.00), and 25% ($37,500.00) will be allocated to the "Net PAGA Amount," which will be paid to the Aggrieved Employees. *Id.* ¶¶ 2.e, 2.l, 2.p, 2.q, 2.t, 26.a.

B. Proposed Class Members and the Aggrieved Employees

The Class Members are the approximately 183 individuals who worked as non-exempt employees for Defendant in the State of California at any time during the Class Period (September 7, 2017 to May 19, 2025), excluding any employees who also signed an individual "Settlement and Release Agreement" with Defendant between September 7, 2017, and December 31, 2023. Settlement ¶¶ 2.c, 2.g, 2.z; Edelstein Decl., ¶ 30. The "Settlement Class" will include all Class Members, excluding any opt-outs. Settlement ¶ 2.ff. The Aggrieved Employees are the approximately 278 individuals who worked as non-exempt employees for Defendant in the State of California at any time during the PAGA Period (May 25, 2020 to May 19, 2025). Settlement ¶¶ 2.b, 2.u; Edelstein Decl., ¶ 30.

The Settlement also includes an escalator clause whereby, if the actual number of Class Members or workweeks during the Class Period exceed those previously estimated by more than 10%, Defendant will have the option of either: (a) increasing the Gross Settlement Amount proportionally by an appropriate percentage to be set by the Court, or (b) shortening the release period proportionally. Settlement, ¶ 25.b.

C. Scope of Proposed Releases

Upon final approval of the Settlement and payment of the Settlement amounts: (1) Settlement Class Members will release and discharge the Releasees of all state, federal, and local claims during the Class Period arising out of the claims pleaded in the operative First Amended Complaint and claims that were or could have been pleaded based on the facts asserted in the Action or in Plaintiff's PAGA notice, Settlement, ¶¶ 15, 37.a; (2) Plaintiff, on behalf of the State of California, and the Aggrieved Employees will release the Releasees from claims and rights to recover civil penalties, costs, expenses, declaratory relief, and attorneys' fees against the Defendant for all claims under the PAGA that were or could have been pleaded based on the facts asserted in the Action or in Plaintiff's PAGA notice, during the PAGA Period, *Id.* ¶ 16; and (3) in the event of a service award is approved and awarded to Plaintiff, Plaintiff will also be subject to a general release, *Id.* ¶¶ 17, 37.a.

D. Allocation and Awards

The Gross Settlement Amount will be paid by Defendant in two equal installments (the first, 30 days after final approval of the Settlement, and the second, one year thereafter), which will in turn be paid to recipients under the Settlement in two distributions 5 business days after each respective installment payment. *Id.* ¶¶ 25.a, 25.c. The First Distribution will include payment to the Plaintiff for any approved service award, all awarded attorneys' costs, 50% of awarded attorneys' fees, and awarded costs to the settlement administrator, with the remaining residue will be paid to the Settlement Class. *Id.* ¶¶ 26.a, 26.b.i-ii, 26.d, 26.e. The Second Distribution will include 50% of awarded attorneys' fees and payments to the LWDA and the Aggrieved Employees under the PAGA, with the remaining residue will be paid to the Settlement Class. *Id.* ¶¶ 26.b.i, 26.c, 26.e.

Settlement Class Members will receive a settlement award check without the need to submit a claim form. *Id.* ¶¶ 28-29. Settlement Class Members shall be eligible to receive a *pro rata* share of the Net Settlement Amount based on the number of workweeks they respectively worked during the Class Period, and each Aggrieved Employee will receive a *pro rata* share of the Net PAGA Amount based on the number of pay periods each they respectively worked during the PAGA Period. *Id.* ¶ 30.

Settlement Award checks will remain valid for 180 days from the date of their issuance. Settlement, ¶ 37. With 90 days remaining of the check cashing deadline for checks paid during the Second Distribution, a reminder postcard will be sent via mail to those who have not yet cashed their settlement check. *Id.* ¶ 38. After 180 days of issuance, funds from undeposited checks from the First Distribution to Settlement Class Members will be included as part of their respective payments under the Second Distribution. *Id.* ¶ 38.a. After 180 days of issuance, funds from undeposited checks from the Second Distribution will be tendered to the State of California, to be held by the Controller in accordance with California's Unclaimed Property Law for the benefit of those Settlement Class Members and Aggrieved Employees who did not cash their checks until such time that they claim their property. *Id.* ¶ 38.b.[4]

E. Settlement Notice and Administration

The Settlement provides that Defendant will provide the Class List, including each Class Members name, contact information, social security number, and applicable workweeks, to the Parties' selected settlement administrator, Phoenix Settlement Administrators ("Phoenix"), following preliminary approval. Settlement, ¶¶ 2.f, 18.b-c. Thereafter, Phoenix will take reasonable efforts to identify current addresses of the Class. *Id.* ¶ 18.d. The Settlement Notice will then be mailed and e-mailed to all Class Members and Aggrieved Employees, and will inform all Class Members that they may exercise their rights to (a) do nothing and receive payment under the Settlement; (b) exclude themselves from the Settlement and how to do so; and (c) may object to any terms of the Settlement either in writing by the Notice Deadline, orally at the Final Approval Hearing, or both. *See Id.* ¶¶ 18.e, Ex. A ("Settlement Notice").

Phoenix will be responsible for disseminating the Settlement Notice in English and Spanish following preliminary approval and the reminder postcards before the check cashing deadline to employees who have yet to cash their individual Settlement Award checks; receiving and processing requests for exclusion forms and workweek disputes; skip tracing current addresses prior to mailing and following mailing of the Settlement Notice; calculating individual Settlement Awards and all applicable payroll taxes, withholdings and deductions; preparing and issuing all disbursements to Settlement Class Members, Aggrieved Employees, the LWDA, Plaintiff, Class Counsel, *cy pres*, and applicable state and federal tax authorities; hosting a website and toll-free number regarding the Settlement for Class Members and Aggrieved Employees to access; and preparing reports and certifications regarding mailing of the Settlement Notice and distributions of Settlement Awards. *Id.* ¶¶ 2.cc, 18-21, 24-26, 30, 32-33, 35-36, 38; Edelstein Decl., ¶¶ 27-28, Ex. 3 (administrator bid).

IV. ARGUMENT

A. The Court Should Preliminarily Approve the Settlement

California law strongly favors settlements, particularly in the class action context. *In re Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118 (noting that public policy favors "the compromise of complex class action litigation"). A class action may not be dismissed, compromised, or settled without the approval of the court.[5] Approval or denial of a settlement is within a court's discretion.

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[4] In the event the Court requires the residue to revert to a *cy pres* recipient, such recipient must be approved by the Court, and the Parties have proposed Feeding America. Settlement ¶ 38.b.

[75] *See* Code Civ. Proc. § 1781(f); Cal. R. Ct. 3.769; see also Fed. R. Civ. P. 23(e). The California Supreme Court has authorized and urged California's trial courts to use Fed. R. Civ. P. 23 and federal case law for guidance in considering class action issues. *See Green v. Obledo* (1981) 29 Cal.3d 126, 145-46.

Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 234-35.

There are three distinct steps for approval of class action settlements by California courts: (1) preliminary approval of the proposed settlement after submission of a written motion for preliminary approval, the proposed class action settlement, and the proposed Class Notice; (2) mailing of notice of the settlement to all affected Class members; and (3) a final settlement approval hearing at which Class Members may be heard regarding the settlement, and at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement is presented. Cal. R. Ct. 3.769.

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

The Court has already found that the members of the certified Class meet the requirements of class certification under Code Civ. Proc. § 382. *See* Edelstein Decl., ¶ 15. The Court need only now determine whether preliminary approval of the Settlement should be granted. It should be – the Settlement falls well-within the range of reasonableness and all the above factors weigh in favor of preliminary approval.

1. The Settlement is presumptively fair as it was reached after extensive litigation, discovery, and analysis of the Class claims

A presumption of fairness exists where, as it does here: (1) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. *See, e.g., Dunk*, 48 Cal.App.4th at p. 1802. The first three of these conditions are satisfied here, and Plaintiff expects that the fourth condition will also be satisfied.

The Settlement was reached after numerous arm's-length settlement discussions between Class Counsel and Defendant's counsel, overseen by two highly experienced wage and hour mediators during and after two full-day mediation sessions. Edelstein Decl. ¶¶ 11, 19-20. To facilitate settlement negotiations, Class Counsel investigated the applicable law and the facts and extensively analyzed the potential damages that might be recovered for the employees. *Id.* ¶¶ 11-19. Defendant provided hundreds of thousands of documents, extensive timekeeping and payroll records for Class Members – which Plaintiff's expert analyzed – and Defendant's wage and hour policies, among others. *Id.* ¶ 19. Class Counsel also interviewed Plaintiff and other putative Class Members to gather facts and identify witnesses, propounded formal written discovery and reviewed Defendant's responses, and further deposed Defendant's corporate witnesses and defended Plaintiff's deposition, among the taking and defending of other depositions, as well. *Id.* ¶¶ 13-14, 17, 19. Plaintiff used this information to perform a careful and extensive analysis of the effects of Defendant's compensation and timekeeping policies and practices on Class Members' pay for purposes of mediation. *Id.* ¶ 19.

The Settlement is based on this large volume of investigation, evidence, and analysis, which is more than sufficient to allow counsel and the Court to act intelligently. *Kullar,* 168 Cal.App.4th at 128. Class Counsel has extensive experience in PAGA and wage and hour class actions under California law. Edelstein Decl. ¶¶ 5-9. Based on Class Counsel's knowledge and expertise in this area of law, Class Counsel believe this Settlement will provide an excellent benefit to the Class Members and Aggrieved Employees, and that the percentage of Class Members who will request exclusion from the Settlement, if any, will be small. *Id.* ¶ 54. The Settlement is thus entitled to a presumption of fairness.

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

"The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." *Kullar,* 168 Cal.App.4th at 130. It is well-settled that a proposed settlement is not to be measured against a hypothetical ideal result that might have been achieved. *See, e.g., 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1150.

Here, a preliminary review of the Settlement reveals the fairness of its terms. The Net Settlement Amount of approximately $555,300 derived from a Gross Settlement Amount of $1,500,000.00 will result in fair and just relief to the Class Members. Edelstein Decl., ¶ 40. This amount, exclusive of fees and costs and service award, will be available to the estimated 183 Class Members. *See Id.*

The Net Settlement Amount provides an excellent, estimated average recovery of **$3,034** to Class Members, assuming full participation in the Settlement. *Id.* This is triple the $976.59 average recovery from the Pick Up Stix Settlements. The Gross Settlement Amount also represents approximately **33%** of Defendant's total potential exposure for violations of the certified claims against the Class. *See Id.* ¶ 37. This is well-within the range of approval. *See, e.g., In re Mego Fin. Corp. Sec. Litig.* (9th Cir. 2000) 213 F.3d 454, 459 ("It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair."); *Bellinghausen v. Tractor Supply Co.* (N.D. Cal. 2015) 306 F.R.D. 245, 256 (approving settlement that provided 9% recovery based on estimated liability exposure). Indeed, courts routinely approve settlements that provide a mere fraction of the maximum potential recovery.[6]

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

3. Litigation Risks.

In contrast to the risk and uncertainty of continued litigation, the Settlement will yield a prompt, certain, and substantial recovery for the employees that would help ensure that Defendant prevent any future Labor Code violations. Edelstein Decl. ¶¶ 46-54. Such a result will benefit the parties and the court system. *See Bellinghausen,* 306 F.R.D. at 256.

If this case were to go to trial as a class action, it would require substantial additional preparation and discovery and ultimately would involve the depositions of managerial employees and experts, the presentation of witnesses at trial, as well as the consideration, preparation, and presentation of voluminous documentary evidence and the preparation and analysis of expert reports. *See* Edelstein Decl., ¶¶ 47-51. Even though Plaintiff was successful in certifying the Class, should the case continue, Plaintiff will have to establish class-wide liability and prove up various issues regarding damages and penalties. *Ibid.* As Plaintiff's derivative claims regarding wage statements rise and fall with Plaintiff's other wage payment claims, Plaintiff would need to maintain certification of the rounding and meal break subclasses to maintain certification of the wage statement subclass. *Ibid.*[7]

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[6] *See, e.g., Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 628; *Viceral v. Mistras Grp., Inc.* (N.D. Cal. Oct. 11, 2016) No. 15-cv-02198-EMC, 2016 U.S. Dist. LEXIS 140759, at *7 (approving wage-and-hour settlement representing 8.1% of the total verdict value); *Stovall-Gusman v. W.W. Granger, Inc.* (N.D. Cal. June 17, 2015) No. 13-cv-02540-HSG, 2015 U.S. Dist. LEXIS 78671, at *12 (approving and finding within the range of reasonableness settlement representing 10% or less of the maximum recovery); *Balderas v. Massage Envy Franchising, LLP* (N.D. Cal. July 21, 2014) No. 12-cv-06327 NC, 2014 U.S. Dist. LEXIS 99966, at *16 (same); *Ma v. Covidien Holding, Inc.* (C.D. Cal. Jan. 31, 2014) No. SACV 12-02161-DOC (RNBx), 2014 U.S. Dist. LEXIS 13296, at *12 (same); *Villegas v. J.P. Morgan Chase* (N.D. Cal. 2012) 2012 WL 5878390 (approved settlement that was 15% of potential recovery).

[7] Liability and damages issues would also be vigorously disputed by Defendant. Edelstein Decl. ¶ 48. The question of whether Cal. Lab. Code § 514 preempts the application of § 510 is a common legal question that would have been addressed at the summary judgment stage, and if Defendant were able to show that employees under Defendant's collective bargaining agreement are in fact covered by § 514 (such that they earn not less than 30% more than the state minimum wage), the Court may determine that § 510 does not apply to the class, thereby reducing any overtime damages at issue. *Ibid.* Further, whether Class members' time spent undergoing and traveling under Defendant's mandatory exit and entry protocols – one of the

Retaining class certification, establishing liability, proving damages, completing the same process for the PAGA claims, and then dealing with an all but certain appeals process would likely take years, and would necessitate expert testimony and significant additional litigation. *Ibid.* While the Plaintiff believes that he would prevail on these issues and others, he recognizes the risk that a factfinder may find for Defendant on one or more of these issues and/or find damages to be significantly less than what the Plaintiff claims, all while delaying any recovery available to the Class, Aggrieved Employees, and California.

4. The Proposed Service Award is Reasonable.

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

Payment to Plaintiff Chavez in the amount of $20,000 as consideration for his broader, general release, is reasonable in light of the efforts he made and the risks he took in filing and prosecuting this class and PAGA action and obtaining this Settlement. For over four years, Plaintiff worked with Class Counsel and remained apprised of his case, spent numerous hours responding to extensive discovery requests, prepared for and appeared for his full-day deposition, assisted in the development of the case, provided extensive information and documents, provided a declaration in support of class certification, prepared for and was available for each of the two full-day mediation sessions, reviewed all iterations of his complaints, and reviewed the Settlement at length with his counsel. *See* Edelstein Decl. ¶¶ 56-62.

As a result of the Plaintiff's efforts and willingness to step forward, the employees will receive significant monetary recoveries and equitable relief if the Settlement is approved. Had Plaintiff not served as Class Representative or refused to assist in the prosecution of this case, the claims of the employees would never have been asserted. Defendant's alleged conduct would have gone unchecked. Plaintiff has committed his time to this case and assumed significant risk to obtain the favorable result on behalf of the Class Members, Aggrieved Employees, and the State of California. Accordingly, payment to Plaintiff in the amount of $20,000 is reasonable and should be preliminarily approved.

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major claims at issue in this matter – are in fact compensable time is a question Defendant has and would have continued to hotly debate based on its interpretation of *Huerta v. CSI Elec. Contractors* (2024) 15 Cal.5th 908, 920-21. If Defendant were able to show that its entry and exit protocols do not constitute compensable time, then damages would be severely limited in this matter. Edelstein Decl., ¶ 49.

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

In their fee motion to be submitted with the final approval papers, Plaintiff will seek reasonable attorneys' fees of up to $689,200, (40% of the combined Gross Settlement Amount plus the value of the Pick Up Stix Settlements), and up to $75,000 in attorneys' costs for Class Counsel's actual out-of-pocket expenses. Settlement ¶¶ 2.e, 2.l, 26.b. There are two legal bases for Plaintiff's request for attorneys' fees: the common fund doctrine and fee shifting. Under either basis, the Court is empowered to award reasonable attorneys' fees and costs where, as here, a litigant proceeding in a representative capacity has achieved a "substantial benefit" for a class of persons. *Serrano v. Priest* (1977) 20 Cal. 3d 25, 38.

There are also two methods of calculating attorneys' fees in civil class actions: (1) the lodestar/multiplier method, and (2) the percentage of recovery method. *Wershba*, 91 Cal. App. 4th at 254. While the trial court has discretion, one recognized approach is to determine the plaintiffs' lodestar fees, determine whether a multiplier is warranted, and then "cross check" the propriety of that amount as a percentage of the overall recovery. *See Lealao v. Beneficial Inc.* (2000) 82 Cal. App. 4th 19,49-50. It also is permissible for courts to "double-check" the reasonableness of a percentage fee through a lodestar calculation. *Laffitte v. Robert Half Int'l Inc*. (2016) 1 Cal. 5th 480, 504. Under either scenario, Class Counsel's lodestar amount, which will be provided with the fee motion in conjunction with Plaintiff's motion for final approval, further supports Plaintiff's fee request, as it already represents a significant "negative multiplier" which will only increase with preparation and attendance at the approval hearings and settlement administration and oversight. Edelstein Decl., ¶ 64.

The Pick Up Stix Settlements are appropriately considered for purposes of attorneys' fees under the "catalyst theory" because the aggregate total compensated to Released Employees would not have occurred without Class Counsel's litigation of this action. "The catalyst theory provides that a plaintiff is successful for purposes of an attorney fee award under Code of Civil Procedure section 1021.5, despite the lack of a favorable judgment or other court action, if the lawsuit was a catalyst in motivating the defendant to provide the primary relief sought." *Garcia v. Bellflower Unified Sch. Dist. Governing Bd.*, 220 Cal. App. 4th 1058, 1066 (2013) (citing *Tipton-Whittingham v. City of Los Angeles* (2004) 34 Cal.4th 604, 608).[8] The critical inquiry is the "impact of the action, not the manner of its resolution" such that if the impact is the "enforcement of an important right affecting the public interest" and a consequent conferral of a

[8] For the catalyst theory to apply, the initial focus is on "the precise factual/legal condition that the fee claimant has sought to change or affect" and then, "whether as a quite practical matter the outcome, in whatever form it is realized, is one to which the plaintiff fee claimant's efforts contributed in a significant way, and which does involve an actual conferral of benefit or relief from burden when measured against the benchmark condition." *Folsom v. Butte Cty. Ass'n of Gov'ts* (1982) 32 Cal. 3d 668, 685 (internal quotations and citations omitted).

"significant benefit on… a large class of persons," a fee award under the catalyst theory may be appropriate even if a case is settled before trial. *Ibid.*

State precedent has held that the catalyst theory applies to common fund cases like this one. *Abouab v. City and County of San Francisco* (2006) 141 Cal.App.4th 643, 668-69. *See also, e.g., Gutierrez v. Stericycle, Inc.* (C.D. Cal. Mar. 22, 2019) No. LA CV15-08187 JAK (JEMx), 2019 U.S. Dist. LEXIS 237817, at *12-13 (citing California Superior Court actions in which Pick Up Stix settlements were included in the value of class action settlement funds and finally approving fee award based on common fund that included gross amount applied from *Pick Up Stix* settlements); *Rodriguez v. Bruce's Gourmet Catering* (Nov. 3, 2021) Case No. BC699552, 2021 Cal. Super. LEXIS 70235 (awarding additional fees under the catalyst theory where defendant made corrective actions to its compensation practices as a result of litigation).

But for the efforts of Class Counsel in bringing this action, which they did on a contingency basis, the Pick Up Stix Settlements would not have been offered. Such Pick Up Stix Settlements specified that all signatories were offered these agreements ***to release the claims specifically asserted in this action***, making it clear that they were only offered to directly minimize Defendant's exposure in this action. *See supra,* Section II.B. As a result, Released Employees were compensated on average approximately $977 per person, with some offered much more. *Ibid.* Compared to Settlement Class Members who will be compensated an approximate average of $3,043 per person, this represents an approximate 32% premium for Settlement Class Members, which mitigates concerns as to the appropriateness of the Pick Up Stix Settlements. *See Gutierrez v. Stericycle, Inc.,* 2019 U.S. Dist. LEXIS 237817, at *12 (40% premium for class members "mitigates concerns as to the appropriateness" of the Pick Up Stix settlements there). The Court has already determined that there was no impropriety leading to the Pick Up Stix Settlements. *See Gutierrez v. Stericycle, Inc.,* 2019 U.S. Dist. LEXIS 237817, at *12. The inclusion of the Pick Up Stix Settlements for purposes of awarding additional attorneys fees is thus appropriate here.

But for Class Counsel's efforts in litigating this matter, Defendant would not have also implemented substantial modifications to its policies regarding meal period premium payments and rounding. *See supra,* Section III.C. Had this action not been brought, and had Class Counsel not thoroughly investigated and litigated this matter, Defendant's employees would still be subject to an illegal rounding policy favoring Defendant, to a practice that would allow short and late meal periods to continue without accompanying premium payments, and to a policy that disallowed employees from determining whether they even received a meal period premium payment on their pay stubs. Edelstein Decl., ¶¶ 65-66.

Further, there was no guarantee of compensation, and Class Counsel undertook all the risks of this litigation on a completely contingent fee basis. *Id.* ¶ 67. The inherent risk of proving liability and damages on a class-wide basis and Defendant's representation by skillful counsel confront Class Counsel with the prospect of recovering nothing or close to nothing for their commitment to and investment in the case. *Ibid*. Nevertheless, Plaintiff and Class Counsel have committed themselves to developing and pressing Plaintiff's legal claims to enforce the employees' rights and maximize the Class recovery. *Id.* ¶ 68.

Class Counsel's fee request of 40% of the settlement fund is within the range customarily approved by California and federal courts in comparable class actions,[9] and is particularly reasonable here given Class Counsel's efforts, success at obtaining full certification of the Class, and commitment to the prosecution of the claims at issue. California Superior Courts frequently grant common fund awards of up to 33 percent or more. The California Supreme Court upheld the use of the common fund theory of recovery for attorneys' fees in *Laffitte,* 1 Cal.5th at 506. Indeed, the "percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund 'in a manner that rewards counsel for success and penalizes it for failure." *Id.* at 493 (quoting *In re Rite Aid Corp. Sec. Litig.* (3d Cir. 2005) 396 F.3d 294, 300 (internal quotations omitted)).

Reasonable litigation expenses are ordinarily included in an award of attorneys' fees pursuant to California wage and hour law. *Rider v. County of San Diego* (1992) 11 Cal.App.4th 1410, 1424. Class Counsel incurred costs including, *inter alia*, filing and service fees, costs for remote appearances, document retrieval, and deposition, transcription, and mediation fees. Edelstein Decl. ¶ 69. Class Counsel will request up to $75,000 for actual costs that were incidental and necessary to the effective representation of the Class and Aggrieved Employees. *Id.* They are reasonable and uncontested and should be preliminarily approved.

B. The Settlement Provides a Fair and Reasonable Resolution under the PAGA

Any settlement of a PAGA action must be approved by the Court. Cal. Lab. Code § 2699(l)(2). Because PAGA is not subject to class certification procedures, the Court must simply review the Settlement

[9] "More particularly, courts may award attorneys fees in the 30-40% range in wage and hour class actions that result in recovery of a common fun under $10 million." *Heid v. Cyracom Int'l, Inc*. (S.D. Cal. Aug. 30, 2024) No. 22-cv-1445-MMA (KSC), 2024 U.S. Dist. LEXIS 156801, at *30 (quoting *Martin v. AmeriPride Servs.* (S.D. Cal. June 9, 2011) No. 08cv440-MMA (JMA), 2011 U.S. Dist. LEXIS 61796, at *23). *See also, e.g., Palmer v. Avenu Insights & Analytics, Ltd. Liab. Co*. (C.D. Cal. Apr. 3, 2023) No. 2:20-cv-10591-SPG-SK, 2023 U.S. Dist. LEXIS 242859, at *18-19 (approving award of 37.5% of the common fund); Newberg on Class Actions at §11:24; Manual for Complex Litigation at §14:6; *Roos v. Honeywell Int'l, Inc*. (2015) 241 Cal.App.4th 1472, 1489 (affirming award of 37.5% of the common fund), disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc*. (2018) 4 Cal.5th 260, 287; *Van Vranken v. Atlantic Richfield Co*. (N.D. Cal. 1995) 901 F.Supp. 294 at 297-98 ("Class Counsel have also cited 73 district court opinions in which fees in the range of 30-50 percent of the common fund were awarded."); *In re Vitamins Antitrust Litig*. (D.D.C. 2001) 2001 WL 34312839 (34.6% of $365 million recovery); *Wren v. RGIS Inventory Specialists* (N.D. Cal. Apr. 1, 2011) 2011 U.S. Dist. LEXIS 38667, at *84 (42% of the common fund in another wage and hour class action alleging "off the clock" claims).

and approve it if it is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *See Moniz v. Adecco U.S., Inc.* (2021) 72 Cal.App.5th 56, 77.

Here, the Settlement falls well-within this standard. From a monetary standpoint, the PAGA Payment is fair, reasonable, and adequate given the strength of the PAGA claims in this action. The minimum baseline PAGA Payment of $150,000 represents 10% of the Gross Settlement Amount, or over 5% of Defendant's estimated exposure to potential PAGA penalties (*i.e.*, $2,928,800),[10] well within the acceptable range of PAGA settlements previously approved by California courts.[11] Edelstein Decl., ¶ 39.

The PAGA component is also fair to those affected as well. *See Moniz,* 72 Cal.App.5th at 77. The average payment to Aggrieved Employees from the Net PAGA Amount represents is approximately $135. Edelstein Decl., ¶ 40. The PAGA Payment will provide significant monetary benefit to the Aggrieved Employees and the State of California, deter future Labor Code violations, and advances the PAGA's purpose to maximize enforcement of California's labor laws. *See, e.g., In Re Mego Fin. Corp.*, 213 F.3d at p. 459 (settlement representing only a fraction of the potential recovery is still reasonable).

For these reasons, and particularly in light of the risks of continued litigation and delayed relief, the Settlement is also fair, reasonable, and adequate under the PAGA.

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

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

[10] This estimate is based on a $100 per pay period penalty. Edelstein Decl. ¶ 34. Case law suggests that an employer cannot be presumed to be aware that its continuing underpayment is a violation subject to the "subsequent" violation rate of $200 until the employer is notified it is in violation of the Labor Code by the Labor Commissioner or a court, neither of which are present here. *See Bernstein v. Virgin Am., Inc.* (9th Cir. Feb. 23, 2021) Nos. 19-15382, 20-15186, 2021 U.S. App. LEXIS 5197, at *35; *see also, Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209. Moreover, the estimate excludes "stacking," as courts have the discretion to not only discount PAGA penalties but to reject awarding PAGA penalties for violations of multiple Labor Code violations per pay period. *See, e.g., Smith v. Lux Retail N. Am., Inc.* (N.D. Cal. June 13, 2013) No. C 13-01579 WHA, 2013 U.S. Dist. LEXIS 83562, at *9 ("For the single mistake of failing to include commissions in the overtime base, plaintiff has asserted five (count them, five) separate labor code violations that could lead to statutory penalties. . . But is it plausible that we would really pile one penalty on another for a single substantive wrong?").

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

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

Here, the manner of providing the Class Notice easily satisfies these standards. All Class Members can easily be identified from Defendant's records, and the Class Notice will be mailed and emailed in both English and Spanish, directly to each Class Member at their last known addresses and email address, where available. *See* Settlement, ¶ 18.b-e, Ex. A; Edelstein Decl., ¶ 27, Ex. 3. Before the Class Notice is mailed, Phoenix will take reasonable efforts to verify the employees' current addresses via public and proprietary systems. Settlement, ¶ 18.d. If Class Notice is returned as undeliverable, Phoenix will perform a skip trace and re-mail it. *Id.,* ¶ 18.f. Phoenix will also create a Settlement website, which will allow Class Members to view relevant documents, and a toll-free call center to field telephone inquiries from Class Members during the notice and settlement administration periods. *Id.,* ¶ 18.b. Thus, reasonable steps will be taken to ensure that all Class Members receive the Notice.

Regarding content, the proposed Class Notice is clear and straightforward.[12] The Settlement Notice also fulfills the requirement of neutrality in class notices. *See* Settlement Notice; Newberg on Class Actions at §§ 8:21 and 8:39; Manual for Complex Litig. at §§ 21:311 and 21:312. Based on the foregoing, the Settlement Notice complies with the standards of fairness, completeness, and neutrality required of a settlement class notice disseminated under authority of the Court.

V. CONCLUSION

For the foregoing reasons, Plaintiff respectfully request that this Court grant preliminary approval of the Settlement Agreement, in accordance with the schedule set forth herein.

[12] The notice provides information on: the case; the Settlement; the rights of Class Members to participate, opt out, and object, including to Class Counsel's requests for fees and costs, and deadlines thereto; the estimated monetary awards to Participating Class Members and Aggrieved Employees; the release Participating Class Members and Aggrieved Employees will provide in exchange; how the Settlement will be allocated between all parties affected; the amount of attorneys' fees and costs sought by Class Counsel; the identity and contact information for Class Counsel; the date, time, and location of the Final Approval Hearing; and all other necessary information. *See* Settlement Notice; Cal. R. Ct. 3.766(d)).

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