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8 **UNITED STATES DISTRICT COURT**
9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
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11 MACKENSIE BIDDLE;
12 JESSA NALUZ; and
13 EVANGELINE D. GASTON,
14 individually and on behalf of other
15 members of the general public
16 similarly situated and on behalf of
17 other aggrieved employees pursuant
18 to the California Private Attorneys
19 General Act,

20 Plaintiffs,

21 v.

22 C & J CLARK RETAIL, INC., an
23 unknown business entity; and
24 DOES 1-100, inclusive,

25 Defendants.
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Case No. 8:24-cv-01131-JWH-ADSx

**ORDER GRANTING PLAINTIFFS'
MOTION FOR PRELIMINARY
CLASS ACTION SETTLEMENT
APPROVAL [ECF Nos. 22 & 24]**

1 Before the Court is the unopposed motion of Plaintiffs Mackensie Biddle,
2 Jessa Naluz, and Evangeline D. Gaston for preliminary approval of their class
3 action settlement.¹ The Court concludes that this matter is appropriate for
4 resolution without a hearing. *See* Fed. R. Civ. P. 78; L.R. 7-15. After
5 considering the papers filed in support, as well as the factors set forth in Rule 23
6 of the Federal Rules of Civil Procedure, and in the absence of any opposition,
7 the Court **GRANTS** the Motion.

8 I. BACKGROUND

9 A. Allegations and Procedural Summary

10 Plaintiffs were hourly, non-exempt employees of Defendant C & J Clark
11 Retail, Inc. between approximately July and October 2018 (Biddle),
12 approximately April 2018 and March 2020 (Naluz), and approximately 2003 and
13 May 2019 (Gaston).² In June 2019 Biddle filed a Class Action Complaint for
14 Damages in Orange County Superior Court.³ C & J Clark removed the action to
15 this Court in August 2019.⁴ Biddle amended her Complaint in November 2019⁵
16 and again in January 2021.⁶

20 ¹ Pls.' Am. Mot. for Preliminary Approval of Class Action Settlement (the
21 "Motion") [ECF No. 24]; *see also* Pl.'s Mot. for Preliminary Approval of Class
22 Action Settlement [ECF No. 22].

23 ² *See* Fourth Am. Compl. (the "Amended Complaint") [ECF No. 1]
¶¶ 28–31.

24 ³ *See* Compl. [ECF No. 1-1 in Case No. 8:19-cv-01624-JWH-ADS (the
25 "Previous Case")].

26 ⁴ *See* Notice of Removal [ECF No. 1 in the Previous Case].

27 ⁵ *See* Second Am. Compl. [ECF No. 14 in the Previous Case].

28 ⁶ *See* Third Am. Compl. [ECF No. 33 in the Previous Case].

1 In July 2021, following a Status Conference with the Court, Biddle and
2 C & J Clark stipulated to dismiss Biddle's claims without prejudice.⁷ The Court
3 granted that Stipulation and dismissed the action.⁸

4 In May 2024 Plaintiffs commenced the instant action by filing the
5 operative Amended Complaint in this Court.⁹ This action consolidates Biddle's
6 claims with those of Naluz and Gaston, each of whom had previously filed
7 similar actions in state court.¹⁰ In their Amended Complaint, Plaintiffs assert
8 the following wage-and-hour claims for relief:

- 9 • violation of Cal. Lab. Code §§ 510 & 1198;
- 10 • violation of Cal. Lab. Code §§ 226.7 & 512(a);
- 11 • violation of Cal. Lab. Code § 226.7;
- 12 • violation of Cal. Lab. Code §§ 1194, 1197, & 1197.1;
- 13 • violation of Cal. Lab. Code §§ 201 & 202;
- 14 • violation of Cal. Lab. Code § 204;
- 15 • violation of Cal. Lab. Code § 226(a);
- 16 • violation of Cal. Lab. Code § 1174(d);
- 17 • violation of Cal. Lab. Code §§ 2800 & 2802;
- 18 • violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*; and
- 19 • violation of Cal. Lab. Code §§ 2698, *et seq.*

20 Plaintiffs filed the instant Motion on behalf of themselves and a class of
21 similarly situated aggrieved employees, pursuant to the California Private
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24 ⁷ See Stipulation to Dismiss Case (the "Stipulation") [ECF No. 43 in the
25 Previous Case].

26 ⁸ See Order on Stipulation of Dismissal [ECF No. 44 in the Previous Case].

27 ⁹ See Amended Complaint.

28 ¹⁰ See *generally id.*

Attorneys' Generals Act ("PAGA"), in January 2025.¹¹ C & J Clark has not opposed the Motion.

B. Summary of Proposed Settlement

Set forth below is a summary of the proposed Settlement Agreement.

1. Settlement Class

The proposed settlement class is defined as "all current and former hourly-paid or non-exempt employees of Defendant who worked in the State of California at any time during the Class Period" (the "Settlement Class").¹² The Class Period is July 16, 2015, through April 14, 2022.¹³ The parties estimate that the Settlement Class includes approximately 2,500 individuals.¹⁴

2. Settlement Amount

Pursuant to the Settlement Agreement, C & J Clark will pay up to a maximum of \$3,250,000 to a common fund,¹⁵ from which the following payments will be deducted:

- attorneys' fees of up to 35% (\$1,137,500) and litigation costs and expenses of up to \$35,000;
- class representative enhancement payments of up to \$7,500 to each of Biddle, Naluz, and Gaston, for a total of up to \$22,500;
- a PAGA allocation of \$269,000, of which a portion will be distributed to aggrieved employees; and

¹¹ See generally Motion.

¹² Joint Stipulation of Class and Representative Action Settlement and Release (the "Settlement Agreement") [ECF No. 24-2] ¶ 7.

¹³ *Id.* at ¶ 8.

¹⁴ See Corrected Decl. of Helene Mayer (the "Mayer Declaration") [ECF No. 24-2] ¶ 8.

¹⁵ See Settlement Agreement ¶ 25.

- settlement administration costs of no more than \$16,000.¹⁶

Based upon those deductions, the parties estimate that the total value to the Settlement Class will be approximately \$1,770,000.¹⁷ That amount is to be distributed to the Settlement Class on a *pro rata* basis, and no portion will revert to C & J Clark.¹⁸ Additionally, a Settlement Administrator will calculate the individual shares for the Settlement Class “based on the number of Workweeks a Class Member worked during the Class Period, by dividing the Net Settlement Amount by the total Workweeks of all Class Members during the Class Period to yield the ‘Class Workweek Value,’ and multiply each Class Member’s individual Workweeks during the Class Period by the Class Workweek Value.”¹⁹

3. Settlement Administration, Notice Plan, and Opt-Out or Objection Process

Within 60 days of this Order, C & J Clark will provide a list of the Settlement Class to the Settlement Administrator.²⁰ Within 14 days of receiving that list, the Settlement Administrator will mail a Notice Packet to all members of the Settlement Class using the most current, known mailing addresses available.²¹ Each Notice Packet will provide class members with:

- (a) information regarding the nature of the Action; (b) a summary of the Settlement’s principal terms; (c) the definitions of the Class, Class Period, Class Settlement, PAGA Aggrieved Employees, PAGA Period, and PAGA Settlement; (d) the total number of

¹⁶ *Id.* at ¶¶ 3, 10, 27, 32, & 44.

¹⁷ *Id.* at ¶¶ 27 & 42.

¹⁸ *Id.* at ¶¶ 48 & 49.

¹⁹ *Id.* at ¶ 48.

²⁰ *Id.* at ¶ 53.

²¹ *Id.* at ¶ 54.

1 Workweeks each respective Class Member worked for Defendant
2 during the Class Period and the total number of Workweeks each
3 respective PAGA Aggrieved Employee worked for Defendant during
4 the PAGA Period; (e) each Class Member's estimated Individual
5 Settlement Share and the formula for calculating Individual
6 Settlement Shares; (f) each PAGA Aggrieved Employee's estimated
7 Individual PAGA Payment and the formula for calculating Individual
8 PAGA Payments; (g) instructions on how to submit Workweek
9 Disputes, Requests for Exclusion, and Objections; (h) the
10 requirements relating to, and deadlines by which the Class Member
11 must submit Workweeks Disputes, Requests for Exclusions, and
12 Objections; (i) the Released Class Claims and Released PAGA
13 Claims; and (j) the date for the Final Approval Hearing.²²

14 A member of the Settlement Class may dispute the number of workweeks
15 allocated to him or her by submitting a written dispute to the Settlement
16 Administrator, along with evidence to support the dispute.²³ In the absence of
17 evidence to the contrary, C & J Clark's records will be presumed correct, but if
18 evidence indicates that C & J Clark's records are incorrect, the parties will
19 evaluate that evidence.²⁴ If the parties are unable to resolve the dispute, the
20 Settlement Administrator will make the final decision regarding the number of
21 workweeks attributed to each member of the Settlement Class.²⁵

22 Any member of the Settlement Class who wishes to opt out of the
23 Settlement may do so by filing a Request for Exclusion to the Settlement
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25 ²² *Id.* at ¶ 55.

26 ²³ *Id.* at ¶ 56.

27 ²⁴ *Id.*

28 ²⁵ *Id.*

1 Administrator by mail on or before the Response Deadline.²⁶ A member of the
2 Settlement Class who submits a timely Request for Exclusion will not be bound
3 by the terms of the Settlement with respect to the class claims; however, that
4 member will be bound by the release of PAGA claims and will be issued an
5 individual PAGA payment.²⁷

6 To object to the Settlement, a member of the Settlement Class must
7 submit a signed Notice of Objection to the Settlement Administrator by mail on
8 or before the Response Deadline.²⁸ Alternatively, any member of the Settlement
9 Class may object to the Settlement during the Final Approval Hearing.²⁹

10 **4. Release**

11 The Settlement provides for the following class-wide releases:

12 Class Settlement Release. Upon the Effective Date and full funding
13 of the Maximum Settlement Amount, Plaintiffs and all Settlement
14 Class Members, will be deemed to have fully, finally, and forever
15 released, settled, compromised, relinquished, and discharged the
16 Released Parties of any and all Released Class Claims, except that
17 only those Settlement Class Members who cash or deposit their
18 Individual Settlement Payment check shall be deemed to opt-in to
19 the settlement and release of Released Class Claims that arise under
20 the Fair Labor Standards Act.

21 PAGA Settlement Release. Upon the Effective Date and full funding
22 of the Maximum Settlement Amount, Plaintiffs and all PAGA
23 Aggrieved Employees, will be deemed to have fully, finally, and
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25 ²⁶ *Id.*

26 ²⁷ *Id.*

27 ²⁸ *Id.* at ¶ 59.

28 ²⁹ *Id.*

1 forever released, settled, compromised, relinquished, and
2 discharged the Released Parties of any and all Released PAGA
3 Claims.³⁰

4 The Settlement also provides for individual releases of Plaintiffs' claims.³¹

5 **5. Class Counsel Fees and Expenses and Plaintiffs' Service**
6 **Awards**

7 Upon the final approval of the Settlement, Class Counsel intend to seek
8 an award of attorneys' fees no greater than 35% of the settlement fund, or
9 \$1,137,500.³² Class Counsel also intends to seek reimbursement of litigation
10 costs and expenses, up to \$35,000.³³ Additionally, Plaintiffs seek representative
11 enhancement payments, or service awards, of up to \$7,500 for each of Biddle,
12 Naluz, and Gaston.³⁴ C & J Clark has agreed not to challenge those requests.³⁵

13 **II. LEGAL STANDARD**

14 **A. Preliminary Settlement Approval**

15 "The claims, issues, or defenses of . . . a class proposed to be certified for
16 purposes of settlement" may be settled "only with the court's approval."
17 Fed. R. Civ. P. 23(e). "The primary concern of [Rule 23(e)] is the protection of
18 th[e] Class Members, including the named plaintiffs, whose rights may not have
19 been given due regard by the negotiating parties." *Officers for Justice v. Civil*
20 *Serv. Comm'n of City & Cnty. of S.F.*, 688 F.2d 615, 624 (9th Cir. 1982). The
21 decision to approve a class action settlement is "committed to the sound
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23 ³⁰ *Id.* at ¶ 68.

24 ³¹ *Id.* at ¶ 69.

25 ³² *Id.* at ¶ 44.

26 ³³ *Id.*

27 ³⁴ *Id.* at ¶ 45.

28 ³⁵ *Id.* at ¶¶ 44 & 45.

1 discretion of the trial judge,” *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268,
2 1276 (9th Cir. 1992), who must examine the settlement to determine if it is “fair,
3 reasonable, and adequate,” Fed. R. Civ. P. 23(e)(2).

4 In determining whether a class settlement is “fair, reasonable, and
5 adequate,” a district court must consider the following factors:

6 (A) the class representatives and class counsel have adequately
7 represented the class;

8 (B) the proposal was negotiated at arm’s length;

9 (C) the relief provided for the class is adequate, taking into account:

10 (i) the costs, risks, and delay of trial and appeal;

11 (ii) the effectiveness of any proposed method of distributing
12 relief to the class, including the method of processing class-
13 member claims;

14 (iii) the terms of any proposed award of attorneys’ fees,
15 including timing of payment; and

16 (iv) any agreement required to be identified under
17 Rule 23(e)(3); and

18 (D) the proposal treats Class Members equitably relative to each
19 other.

20 Fed. R. Civ. P. 23(e)(2). The goal of Rule 23(e)(2), as amended in 2018, “is . . .
21 to focus the [district] court and the lawyers on the core concerns of procedure
22 and substance that should guide the decision whether to approve the proposal.”

23 Fed. R. Civ. P. 23(e)(2), 2018 Advisory Comm. Notes. A court must review the
24 entire settlement agreement, as a whole, for overall fairness. *See Staton v. Boeing*
25 *Co.*, 327 F.3d 938, 960 (9th Cir. 2003).

26 **B. Preliminary Certification of Settlement Class**

27 One prerequisite for directing notice of the proposed settlement to the
28 class is a determination that “the court will likely be able to . . . certify the class

1 for purposes of judgment.” Fed. R. Civ. P. 23(e)(1)(B)(ii); *see also Ochinero v.*
2 *Ladera Lending, Inc.*, 2021 WL 2295519, at *9 (C.D. Cal. Feb. 26, 2021). “The
3 class action is ‘an exception to the usual rule that litigation is conducted by and
4 on behalf of the individual named parties only.’” *Wal-Mart Stores, Inc. v. Dukes*,
5 564 U.S. 338, 349 (2011) (quoting *Califano v. Yamasaki*, 442 U.S. 682, 700–01
6 (1979)). “Rule 23(a) ensures that the named plaintiffs are appropriate
7 representatives of the class whose claims they wish to litigate.” *Id.* at 349.

8 Rule 23(a) imposes the following prerequisites on class actions: (1) the
9 class is so numerous that a joinder of all members is impracticable (numerosity);
10 (2) there are questions of law or fact common to the class (commonality); (3) the
11 claims or defenses of the representative parties are typical of the claims or
12 defenses of the class (typicality); and (4) the representative parties will fairly and
13 adequately protect the interests of the class (adequacy). *See*
14 Fed. R. Civ. P. 23(a).

15 In addition, Rule 23(b) requires at least one of the following to be true for
16 a class action to be maintained:

17 (1) prosecuting separate actions by or against individual Class
18 Members would create a risk of:

19 (A) inconsistent or varying adjudications with respect to
20 individual Class Members that would establish incompatible
21 standards of conduct for the party opposing the class; or

22 (B) adjudications with respect to individual Class Members
23 that, as a practical matter, would be dispositive of the interests
24 of the other members not parties to the individual
25 adjudications or would substantially impair or impede their
26 ability to protect their interests;

27 (2) the party opposing the class has acted or refused to act on
28 grounds that apply generally to the class, so that final injunctive relief

1 or corresponding declaratory relief is appropriate respecting the
2 class as a whole; or

3 (3) the court finds that the questions of law or fact common to Class
4 Members predominate over any questions affecting only individual
5 members, and that a class action is superior to other available
6 methods for fairly and efficiently adjudicating the controversy. The
7 matters pertinent to these findings include:

8 (A) the Class Members' interests in individually controlling
9 the prosecution or defense of separate actions;

10 (B) the extent and nature of any litigation concerning the
11 controversy already begun by or against Class Members;

12 (C) the desirability or undesirability of concentrating the
13 litigation of the claims in the particular forum; and

14 (D) the likely difficulties in managing a class action.

15 Fed. R. Civ. P. 23(b). With respect to Rule 23(b)(3), what matters is not merely
16 "the raising of common 'questions,'" "but rather, the capacity of a class-wide
17 proceeding to generate common answers apt to drive the resolution of the
18 litigation." *Dukes*, 564 U.S. at 350.

19 **C. Notice Requirements Under Rule 23(c)(2)(B)**

20 "For any class certified under Rule 23(b)(3)—or upon ordering notice
21 under Rule 23(e)(1) to a class proposed to be certified for purposes of settlement
22 under Rule 23(b)(3)—the court must direct to Class Members the best notice
23 that is practicable under the circumstances, including individual notice to all
24 members who can be identified through reasonable effort."

25 Fed. R. Civ. P. 23(c)(2)(B). Such notice must clearly state the following:

26 (i) the nature of the action;

27 (ii) the definition of the class certified;

28 (iii) the class claims, issues, or defenses;

1 (iv) that a class member may enter an appearance through an
2 attorney if the member so desires;
3 (v) that the court will exclude from the class any member who
4 requests exclusion;
5 (vi) the time and manner for requesting exclusion; and
6 (vii) the binding effect of a class judgment on members under
7 Rule 23(c)(3).

8 Fed. R. Civ. P. 23(c)(2)(B). “Notice is satisfactory if it generally describes the
9 terms of the settlement in sufficient detail to alert those with adverse viewpoints
10 to investigate and to come forward and be heard.” *Churchill Vill., L.L.C. v. Gen.*
11 *Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (citation and quotation omitted).

12 III. ANALYSIS

13 A. Preliminary Settlement Approval

14 1. Adequacy of Representation by Class Representatives and 15 Class Counsel

16 Under Rule 23(e)(2)(A), the first factor to be considered is whether the
17 class representative and class counsel have adequately represented the class.
18 This analysis includes, for example, “the nature and amount of discovery”
19 undertaken in the litigation, or “the actual outcomes of other cases.”
20 Fed. R. Civ. P. 23(e)(2)(A), 2018 Advisory Comm. Notes. Additionally, class
21 counsel and class representatives are deemed adequate if there are no conflicts
22 of interest between the class representatives and other class members and if the
23 named plaintiffs will “vigorously” prosecute the action on behalf of the class.
24 *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998), *overruled on*
25 *other grounds by Dukes*, 564 U.S. at 338.

26 The Court concludes that, here, there are no conflicts of interest between
27 the class representatives and the other class members and that Plaintiffs have
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1 vigorously prosecuted this action throughout its long procedural history. Thus,
2 this factor is satisfied for the purpose of preliminary approval.

3 **2. Arm's-Length Negotiations**

4 Next, the Court considers whether the proposed settlement was
5 negotiated at arm's length. *See* Fed. R. Civ. P. 23(e)(2)(B). As with the
6 preceding factor, this factor can be "described as [a] 'procedural' concern[],
7 looking to the conduct of the litigation and of the negotiations leading up to the
8 proposed settlement." Fed. R. Civ. P. 23(e)(2), 2018 Advisory Comm. Notes.
9 "[T]he involvement of a neutral or court-affiliated mediator or facilitator in
10 [settlement] negotiations may bear on whether th[ose] [negotiations] were
11 conducted in a manner that would protect and further the class interests."
12 Fed. R. Civ. P. 23(e)(2)(B), 2018 Advisory Committee Notes.

13 The parties entered into the Settlement Agreement with the aid of
14 mediator David A. Rotman, who has significant experience handling complex
15 wage-and-hour matters.³⁶ The use of formal mediation gives the Court
16 confidence that the parties negotiated the Settlement Agreement at arm's
17 length.

18 **3. Adequacy of Relief Provided for the Class**

19 The third factor is whether "the relief provided for the class is adequate,
20 taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the
21 effectiveness of any proposed method of distributing relief to the class, including
22 the method of processing class-member claims; (iii) the terms of any proposed
23 award of attorney's fees, including timing of payment; and (iv) any agreement
24 required to be identified under Rule 23(e)(3)." Fed. R. Civ. P. 23(e)(2)(C).
25 Under this factor, the relief "to Class Members is a central concern."
26 Fed. R. Civ. P. 23(e)(2)(C), 2018 Advisory Comm. Notes.

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28 ³⁶ See Mayer Declaration ¶ 10.

1 **a. Costs, Risks, and Delay**

2 “A[] central concern [when evaluating a proposed class action settlement]
3 ... relate[s] to the cost and risk involved in pursuing a litigated outcome.”
4 Fed. R. Civ. P. 23(e)(2), 2018 Advisory Comm. Notes. In this regard, the test of
5 a settlement is not the maximum amount that the plaintiffs might have
6 recovered, but, rather, whether the settlement is within a reasonable range. *See*
7 *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 965–66 (9th Cir. 2009)
8 (“district judges naturally arrive at a reasonable range for settlement by
9 considering the likelihood of a plaintiffs’ or defense verdict, the potential
10 recovery, and the chances of obtaining it, discounted to present value”).

11 Plaintiffs agreed to the Settlement Amount of \$3,250,000 after
12 conducting an extensive investigation, including evaluating samples of C & J
13 Clark’s data.³⁷ Based upon that investigation, Plaintiffs determined that there is
14 a serious risk that Plaintiffs will recover less than the Settlement Amount if the
15 litigation proceeds.³⁸ The Court finds that concern legitimate, particularly
16 because C & J Clark maintains that its policies complied with California law.
17 Additionally, the Settlement Amount is within the range of settlement amounts
18 that courts have approved in similar cases. *See, e.g., Feltza v. Cox Comms. Cal.,*
19 *LLC*, 2022 WL 2079144, at *2 (C.D. Cal. Mar. 2, 2022).

20 Accordingly, the Court concludes that the costs, risks, and delays
21 associated with continued litigation weigh in favor of preliminary approval of the
22 Settlement Agreement.

23 **b. Effectiveness of Method of Distributing Relief**

24 The Court must also consider “the effectiveness of any proposed method
25 of distributing relief to the class, including the method of processing class-

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27 ³⁷ *See id.* at ¶¶ 11 & 24.

28 ³⁸ *See* Motion 16:2–9.

1 member claims.” Fed. R. Civ. P. 23(e)(2)(C). “Often it will be important for
2 the court to scrutinize the method of claims processing to ensure that it
3 facilitates filing legitimate claims.” Fed. R. Civ. P. 23(e), 2018 Advisory Comm.
4 Notes. “A claims processing method should deter or defeat unjustified claims,
5 but the court should be alert to whether the claims process is unduly
6 demanding.” *Id.*

7 Pursuant to the terms of the Settlement Agreement, the Settlement
8 Administrator will provide notice of the Settlement to each member of the
9 Settlement Class based upon C & J Clark’s employment records. After
10 receiving that notice, the members of the Settlement Class will have the
11 opportunity to evaluate their shares before deciding whether to opt out of the
12 Settlement Class. Members of the Settlement Class who do not dispute the
13 value of their claims or who do not wish to opt out will receive *pro rata* shares of
14 the Settlement without providing any additional information to the Settlement
15 Administrator or taking any action to receive their portion of the Settlement
16 Fund. Accordingly, the Court concludes that, for the purpose of preliminary
17 approval, the Settlement provides for an effective method of distributing relief.

18 **c. Proposed Award of Attorneys’ Fees**

19 “At the preliminary approval stage, the Court need not make its final
20 decision regarding the reasonableness of attorneys’ fees and costs, but need only
21 determine that the requested fees and costs are not the products of apparent
22 collusion.” *Hollis v. Union Pac. R.R. Co.*, 2018 WL 6273014, at *6 (C.D. Cal.
23 Mar. 6, 2018). The Ninth Circuit has set 25% as a benchmark for a reasonable
24 fee award. *See In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 949 (9th
25 Cir. 2015).

26 Class Counsel intends to request attorneys’ fees of no more than 35% of
27 the Settlement Fund, as well as litigation costs of \$35,000 and service awards of
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1 \$7,500 per representative plaintiff.³⁹ Those amounts are higher than those that
2 the Court is inclined to award, but there are no “indications” that those
3 amounts are the product of collusion. *See Briseño v. Henderson*, 889 F.3d 1014,
4 1022 (9th Cir. 2021). Although C & J Clark agreed not to challenge Plaintiffs’
5 requests for attorneys’ fees, litigation costs, or service awards, the Settlement
6 Agreement provides for a non-reversionary common fund payment, so any
7 unawarded fees will be distributed to the Settlement Class rather than returned
8 to C & J Clark.⁴⁰ Thus, there is little risk that the Settlement Agreement
9 permits Plaintiffs or their counsel to reap benefits at the expense of the class or
10 that Plaintiffs “s[old] out the class’s interests in exchange for higher fees.” *See*
11 *In re Cal. Pizza Kitchen Data Breach Litig.*, 129 F.4th 667, 677 (9th Cir. 2025).
12 Accordingly, Plaintiffs’ intent to request above-benchmark attorneys’ fees,
13 litigation costs, and service awards does not preclude preliminary approval.

14 **d. Agreement Identification Requirement**

15 The Court must also evaluate any agreement made in connection with the
16 proposed Settlement. *See* Fed. R. Civ. P. 23(e)(2)(C)(iv) & (e)(3). Here, the
17 Settlement Agreement presently before the Court is the only agreement. Thus,
18 the Court need not evaluate any additional agreements outside of the Settlement
19 Agreement.

20 Based upon the foregoing, the Court finds that this factor weighs in favor
21 of preliminary approval of the Settlement Agreement.

22 **4. Equitable Treatment of Class Members**

23 The final Rule 23(e)(2) factor turns on whether the proposed settlement
24 “treats Class Members equitably relative to each other.”
25 Fed. R. Civ. P. 23(e)(2)(D). “Matters of concern could include whether the
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27 ³⁹ *See generally id.*

28 ⁴⁰ *See generally* Settlement Agreement.

1 apportionment of relief among Class Members takes appropriate account of
2 differences among their claims, and whether the scope of the release may affect
3 Class Members in different ways that bear on the apportionment of relief.”
4 Fed. R. Civ. P. 23(e)(2)(D), 2018 Advisory Comm. Notes.

5 The Court is concerned that, because the payments to members of the
6 Settlement Class varies based upon the number of weeks worked rather than the
7 number of violations experienced, members of the Settlement Class who
8 experienced unusually frequent wage-and-hour violations in a short span of time
9 will be treated relatively worse than members of the Settlement Class who
10 experienced few wage-and-hour violations over a long span of time. However, in
11 view of the allegations in the Complaint and the breadth of the wage-and-hour
12 violations asserted, the Court concludes that the number of weeks worked is
13 likely a reasonable proxy for the violations experienced by members of the
14 Settlement Class. *See Perez v. Bodycote Thermal Processing, Inc.*, 2024 WL
15 4329057, at *9 (C.D. Cal. Aug. 23, 2024). Thus, the equitable treatment of class
16 members does not weigh against preliminary approval.

17 **5. PAGA Claim**

18 Under California law, the “court shall review and approve any settlement
19 of any civil action filed” under PAGA. *See* Cal. Lab. Code § 2699(l)(2).
20 Although some ambiguity exists regarding the standard to evaluate the fairness
21 of a proposed PAGA settlement, *see Flores v. Starwood Hotels & Resorts*
22 *Worldwide, Inc.*, 253 F. Supp. 3d 1074, 1076-77 (C.D. Cal. 2017), courts in this
23 Circuit have narrowed the question to whether the proposed settlement “would
24 support PAGA’s interest in augmenting the state’s enforcement capabilities,
25 encouraging compliance with Labor Code provisions, and deterring
26 noncompliance.” *Gibson v. Swift Transportation Co. of Arizona, LLC*, 2021 WL
27 5069585, at *3 (C.D. Cal. May 20, 2021) (citing *O’Connor v. Uber Techs., Inc.*,
28 201 F. Supp. 3d 1110, 1135 (N.D. Cal. 2016)).

1 Overall, the Court finds that a PAGA award of \$269,000, to be delivered
2 to the California Labor and Workforce Development Agency, is likely fair and
3 reasonable in view of similar cases. *See, e.g., Boyd v. Bank of Am. Corp.*, 2014 WL
4 6473804, at *8 (C.D. Cal. Nov. 18, 2014) (awarding \$18,750, or 0.32%, from a
5 \$5,800,000 common fund).

6 **B. Preliminary Certification of Settlement Class**

7 In addition to moving for preliminary approval of the Settlement
8 Agreement, Plaintiffs move for an order conditionally certifying the settlement
9 class. As the proponent of class certification, the plaintiff bears the burden of
10 demonstrating that all four prerequisites of Rule 23(a) have been met. *See*
11 *O'Connor v. Boeing N. Am., Inc.*, 184 F.R.D. 311, 318 (C.D. Cal. 1998).

12 **1. Rule 23(a) Requirements**

13 **a. Numerosity**

14 The numerosity prerequisite “requires examination of the specific facts of
15 each case and imposes no absolute limitations.” *Gen. Tel. Co. of the Nw. v. Equal*
16 *Employment Opportunity Comm’n*, 446 U.S. 318, 330 (1980). The numerosity
17 prerequisite is met here because the proposed class includes approximately
18 2,500 employees.

19 **b. Commonality**

20 “[C]ommonality requires that the Class Members’ claims ‘depend upon a
21 common contention’ such that ‘determination of its truth or falsity will resolve
22 an issue that is central to the validity of each claim in one stroke.’” *Abdullah v.*
23 *U.S. Sec. Assocs., Inc.*, 731 F.3d 952, 957 (9th Cir. 2013) (quoting *Dukes*, 564 U.S.
24 at 350).

25 The commonality prerequisite is generally satisfied when a lawsuit
26 challenges a system-wide practice or policy that affected or applied to all class
27 members. *See, e.g., Miles v. Kirkland’s Stores*, 89 F.4th 1217, 1223 (9th Cir.
28 2024). Because Plaintiffs allege that the class-wide violations result from C & J

1 Clark's uniform wage-and-hour policies and practices, the Court concludes that
2 the commonality prerequisite is satisfied for the purpose of preliminary
3 approval.

4 **c. Typicality**

5 "To demonstrate typicality, Plaintiffs must show that the named parties'
6 claims are typical of the class." *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 984
7 (9th Cir. 2011) (citing Fed. R. Civ. P. 23(a)(3)). "The test of typicality 'is
8 whether other members have the same or similar injury, whether the action is
9 based on conduct which is not unique to the named plaintiffs, and whether other
10 Class Members have been injured by the same course of conduct.'" *Hanon v.*
11 *Dataproducts Corp.*, 976 F.2d 497, 508 (9th Cir. 1992) (quoting *Schwartz v. Harp*,
12 108 F.R.D. 279, 282 (C.D. Cal. 1985)). The Rule 23(a) standard is
13 "permissive," and it requires only that the representative's claims are
14 "'reasonably co-extensive with those of absent Class Members.'" *Rodriguez v.*
15 *Hayes*, 591 F.3d 1105, 1124 (9th Cir. 2010) (citation omitted).

16 Plaintiffs' claims arise out of the same events, legal theories, and policies
17 as the class-wide claims.⁴¹ Accordingly, the Court concludes that the typicality
18 prerequisite is satisfied for the purpose of preliminary approval.

19 **d. Adequacy of Representation**

20 Rule 23(a)(4) requires that the class representative "fairly and adequately
21 protect the interests of the class." Fed. R. Civ. P. 23(a)(4). Representation is
22 "adequate" when counsel for the class is qualified and competent, the
23 representatives' interests are not antagonistic to the interests of absent class
24 members, and it is unlikely that the action is collusive. *See O'Connor*, 184
25 F.R.D. at 335 (citing *In re N. Dist. of California, Dalkon Shield IUD Prod. Liab.*
26 *Litig.*, 693 F.2d 847, 855 (9th Cir.), *as amended* (July 15, 1982)).

27
28 ⁴¹ See generally Amended Complaint.

1 As discussed above, the Court concludes that the adequacy prerequisite is
2 satisfied.

3 **2. Rule 23(b)(3) Requirements**

4 In addition to the requirements of Rule 23(a), the Settlement Class must
5 satisfy Rule 23(b)(3). *See* Fed. R. Civ. P. 23(b)(3). The Court concludes that the
6 Settlement Class satisfies the requirements of Rule 23(b)(3).

7 “The predominance analysis under Rule 23(b)(3) focuses on ‘the
8 relationship between the common and individual issues’ in the case and ‘tests
9 whether proposed classes are sufficiently cohesive to warrant adjudication by
10 representation.’” *Wang v. Chinese Daily News, Inc.*, 737 F.3d 538, 545 (9th Cir.
11 2013) (citation omitted). “The main concern in the predominance inquiry” is
12 “the balance between individual and common issues.” *In re Wells Fargo Home*
13 *Mortg. Overtime Pay Litig.*, 571 F.3d 953, 959 (9th Cir. 2009).

14 Here, common issues predominate over individualized issues because the
15 key questions in the case involve C & J Clark’s class-wide, uniform wage-and-
16 hour policies. Additionally, the large number of claims, the relatively small
17 statutory damages available to individual plaintiffs, and the efficiency of
18 resolving the claims in one stroke indicate that a class action is the superior
19 method of adjudicating the claims at issue. *See Moppin v. Los Robles Reg’l Med.*
20 *Ctr.*, 2016 WL 7479380, at *7 (C.D. Cal. Sept. 12, 2016).

21 **C. Notice Requirements**

22 The Court concludes that the proposed Class Notice satisfies the
23 requirements of Rules 23(c)(2) and 23(e)(1). The Class Notice describes the
24 allegations and claims in plain language, it defines the class upfront, and it
25 describes the time and manner for requesting an exclusion.⁴² The Class Notice
26 also informs members of the Settlement Class that they will be bound by the

27
28 ⁴² *See* Settlement Agreement.

1 terms of the Settlement Agreement if they do not opt out of the Settlement
2 Class, and it provides members of the Settlement Class with information
3 regarding the process for disputing the amount of their claims, opting out of the
4 Settlement Class, and objecting to the Settlement Agreement.⁴³ Finally, the
5 Class Notice will provide information regarding the Final Settlement Approval
6 hearing in this action.⁴⁴

7 In sum, the Court **GRANTS** Plaintiffs' Motion, **CERTIFIES** the Class,
8 and **APPROVES**, on a preliminary basis, the Settlement, including the Notice
9 Plan.

10 IV. DISPOSITION

11 For the foregoing reasons, the Court hereby **ORDERS** as follows:

- 12 1. Plaintiffs' instant Motion [ECF Nos. 22 & 24] is **GRANTED**.
- 13 2. The following class is certified for settlement purposes only:
14 all current and former hourly-paid or non-exempt employees of
15 Defendant who worked in the State of California at any time during
16 the Class Period.
- 17 3. The law firms Lawyers for Justice, PC and Bibiyan Law Group,
18 P.C. are **APPOINTED** to serve as counsel on behalf of the Settlement Class for
19 settlement purposes only.
- 20 4. Plaintiffs Mackensie Biddle, Jessa Naluz, and Evangeline D. Gaston
21 are **APPOINTED** as representatives of the Settlement Class for settlement
22 purposes only.
- 23 5. Simpluris, Inc. is **APPOINTED** as the Settlement Administrator.
- 24 6. The Notice Plan described in the Settlement Agreement is
25 **APPROVED**. The Settlement Administrator is **AUTHORIZED** to administer

26 ⁴³ See generally *id.*

27 ⁴⁴ See *id.*

1 notice to the Settlement Class consistent with the terms set forth in the
2 Settlement Agreement.

3 7. The proposed procedure for requesting exclusion from the Class
4 Settlement is preliminarily **APPROVED**. A Class Member who wishes to
5 request exclusion from or opt out of the Class Settlement must do so by
6 submitting a written letter—a Request for Exclusion—to the Settlement
7 Administrator, by mail, postmarked on or before the date that is forty-five (45)
8 calendar days from the initial mailing of the Class Notice—the Response
9 Deadline. The Request for Exclusion must:

- 10 a. contain the case name and number of the Action;
- 11 b. contain the full name, signature, address, telephone number,
12 and last four (4) digits of the Social Security Number of the Class
13 Member requesting exclusion;
- 14 c. clearly state that the Class Member does not wish to be
15 included in the Class Settlement; and
- 16 d. be submitted by mail to the Settlement Administrator at the
17 specified address, postmarked on or before the Response Deadline.

18 If the Court grants final approval of the Settlement, then any such Class
19 Member who chooses to be excluded from the Class Settlement will not be
20 entitled to receive an Individual Settlement Payment and will not be bound by
21 the Class Settlement nor have any right to object, appeal, or comment thereon;
22 however, PAGA Aggrieved Employees will be issued an Individual PAGA
23 Payment and will be bound by the PAGA Settlement.

24 8. The proposed procedure for objecting to the Class Settlement is
25 preliminarily **APPROVED**. Only Settlement Class Members (*i.e.*, Class
26 Members who do not submit a valid and timely Request for Exclusion) may
27 object to the Class Settlement by submitting a written statement of objection—a
28

1 Notice of Objection or Objection—to the Settlement Administrator on or before
2 the Response Deadline. A Notice of Objection must:

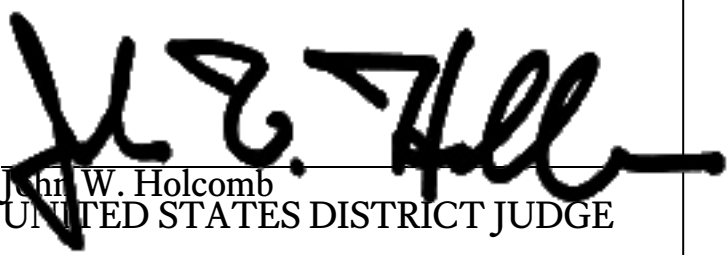
- 3 a. contain the case name and number of the Action;
4 b. contain the objector's full name, signature, address,
5 telephone number, and last four (4) digits of Social Security number;
6 c. contain a written statement of all grounds for objection,
7 accompanied by any legal support for such objection;
8 d. contain copies of any papers, briefs, or other documents
9 upon which the objection is based; and
10 e. be submitted by mail to the Settlement Administrator at the
11 specified address, postmarked on or before the Response Deadline.

12 9. A final approval hearing is **SET** for Wednesday, September 9,
13 2026, at 10:00 a.m. in Courtroom 9D of the Ronald Reagan Federal Building and
14 U.S. Courthouse, 411 W. 4th Street, Santa Ana, California.

15 10. Class counsel shall file a motion for final approval of the
16 Settlement, along with the appropriate declarations and supporting evidence,
17 including the Settlement Administrator's declaration, no later than August 12,
18 2026.

19 **IT IS SO ORDERED.**

20
21 Dated: March 30, 2026


John W. Holcomb
UNITED STATES DISTRICT JUDGE