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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Veronica Gonzalez, DEPUTY

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

OSCAR ALBARRAN, CHRISTIAN AGUILAR FIGUEROA, and WILSON SOTO, as individuals, on behalf of the State of California, Aggrieved Employees, and all other similarly situated Class Members, Plaintiffs, v. KAMRAN STAFFING, INC., a California corporation; PARTNERS ALLIANCE COLD STORAGE, INC., a California corporation; CORE X ALLIANCE REGIONAL, a Delaware Limited Liability Company; and DOES 6-100, inclusive Defendants.	Case No. CIVSB2129425 Consolidated Case No. CIVSB2325659 *Assigned To: Hon. Kevin C. Lee* CLASS ACTION **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** Date: September 15, 2026 Time: 9:00 a.m. Dept.: S26 Action Filed: October 14, 2021 Trial Date: August 10, 2026

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Attorneys for Plaintiffs Albarran and Soto
and all others similarly situated

<u>TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:</u>

PLEASE TAKE NOTICE that on September 15, 2026, at 9:00 a.m., the Honorable Kevin C. Lee presiding at San Bernardino Superior Court, 247 West Third Street, San Bernardino, CA 92415-0210, Department S26, or as soon thereafter as the matter can be heard, Plaintiffs Oscar Albarran and Wilson Soto ("Plaintiffs") will move for an order granting preliminary approval of class action and Private Attorneys General Act ("PAGA") settlement, including conditional class certification for settlement purposes. Good cause exists for the granting of the Motion in that the proposed class action settlement is fair, reasonable, and adequate.

The Motion will be based on this Notice of Motion and Motion, Memorandum of Points and Authorities, declarations of Plaintiffs and Plaintiffs' counsel, and on such oral and documentary evidence as may be presented before and at the hearing on the Motion.

Dated: April 10, 2026

Respectfully Submitted,
THE MYERS LAW GROUP, A.P.C.

By: */s/Cassandra A. Castro*
David P. Myers,
Jason Hatcher,
Cassandra A. Castro,
Andriana N. Bravo
Attorneys for Plaintiff Wilson Soto and all others similarly situated

Dated: April 10, 2026

CROSNER LEGAL, PC

By: */s/Jamie K. Serb*
Jamie K. Serb,
Zachary M. Crosner
Attorneys for Plaintiff Oscar Albarran and all others similarly situated

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I. INTRODUCTION

Plaintiffs Oscar Albarran[1] and Wilson Soto ("Plaintiffs") seek preliminary approval of a non-reversionary $800,000.00 Class and Private Attorneys General Act ("PAGA") action settlement, as well as conditional class certification for settlement purposes, as outlined in the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement" or "Settlement Agreement"). (Decl. Castro, Ex. 1 ("Ex. 1")).[2] The Settlement covers approximately 190 current and former non-exempt, hourly-paid employees for Defendants Partners Alliance Cold Storage, Inc. ("Partners Alliance"), Core X Alliance Regional, LLC ("Core X") (collectively, "Defendants") in the State of California during the Class Period defined as December 10, 2015, through May 30, 2025. (Ex. 1 at ¶¶ 1.12, 4.1) (Decl. Castro at ¶¶ 3, 4).

All terms of the Settlement are contained within the Settlement Agreement, which, if approved as requested, provides **the average class member a payment of approximately $2,151.75** (Net Settlement Amount: $408,833.33/ Approx. class size: 190). Based on 15,734 workweeks, and the Settlement's allocations, the estimated highest potential Individual Class Payment is $12,836.13 (i.e. amount for any Participating Class Member who worked the entire Class Period) and the estimated lowest Individual Class Payment is $25.98 (i.e. amount for any Participating Class Member with only one (1) workweek during the Class Period). The Court should grant preliminary approval as this settlement is fair, reasonable, and adequate. (Decl. Castro ¶¶ 8, 13-23), (Decl. Hatcher at ¶ 14), (Decl. Serb at ¶ 14), (Decl. Soto at ¶¶ 12, 18).

II. CASE HISTORY AND OVERVIEW

A. Factual Background

Defendants operate commercial storage, warehousing, and distribution of refrigerated and frozen products based out of four warehouse facilities located in Ontario and Riverside California and employed Plaintiffs and the proposed Settlement Class during the Class Period.

On December 10, 2019, Christian Aguilar Figueroa commenced *Figueroa v. Partners*

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[1] Plaintiff Oscar Albarran tragically passed away during the pendency of this action and has since been represented by his legal representative.

[2] This Motion incorporates by reference the definitions in the Settlement Agreement. All defined terms in the Settlement Agreement and stated herein shall have the same meaning as set forth in the Settlement Agreement.

Alliance Cold Storage, Inc., Riverside County Superior Court, Case No. RIC1906059, alleging causes of action against Defendant Partners Alliance Cold Storage, Inc. for failure to pay all wages due to unlawful rounding, failure to provide meal and rest periods, failure to pay all wages due at separation of employment, failure to issue accurately itemized wage statements, and unfair competition.

On October 14, 2021, Oscar Albarran commenced this Action, *Albarran v. Kamran Staffing, Inc., et al,* San Bernardino Superior Court, Case No. CIVSB2129425, alleging causes of action against Defendant Partners Alliance Cold Storage, Inc. for unpaid minimum wages, unpaid overtime wages, unpaid premium wages for denied meal and rest period, unreimbursed business expenses, failure to issue accurately itemized wage statements, failure to pay all wages upon separation of employment and unfair competition

On December 4, 2023, the *Albarran* action and the *Figueroa* action were consolidated into this Action, *Oscar Albarran, et al. v. Kamran Staffing, Inc., et al,* San Bernardino Superior Court, Case No. CIVSB2129425. On April 29, 2024, a Third Amended Complaint was filed in the Action against Defendant Partners Alliance Cold Storage, Inc., adding Plaintiff Wilson Soto and alleging the following claims: (a) recovery of unpaid minimum wages and liquidated damages (b) recovery of unpaid overtime wages; (c) failure to provide meal periods or compensation in lieu thereof; (d) failure to provide rest periods or compensation in lieu thereof; (e) failure to furnish accurate itemized wage statements; (f) failure to pay all wages due upon separation of employment; (g) failure to reimburse business expenses; (h) unfair competition; and (i) Private Attorneys General Act (PAGA). On January 14, 2025, Defendant Core X Alliance Regional LLC was added as a DOE Defendant.

Plaintiffs sent December 10, 2019, October 14, 2021, and May 13, 2025, letters to Defendants and the Labor Workforce Development Agency ("LWDA") providing notice of alleged Labor Code violations pursuant to Labor Code section 2699.3, subd.(a).

On March 21, 2025, Plaintiffs and Defendants (the "Parties") participated in an all-day private mediation with mediator Mariam Zadeh, Esq. Prior to mediation, Defendant provided Plaintiffs with informal mediation-based class and PAGA discovery that included data detailing the number of Class Members (former and current Class Members), total number of aggrieved employees ("PAGA employees"), and the total number of workweeks, as well as payroll data and documents, the personnel files for Plaintiffs, and wage and hour policy documents, to permit preparation of a damages model. (Decl. Castro at ¶¶ 4-5, 7); (Decl. Serb at ¶¶ 11-14). At the mediation a settlement in principle was reached through non-collusive, arm's length negotiations, which ultimately resulted in this Settlement. (Decl. Castro at ¶¶ 4-5, 7); (Decl. Serb at ¶ 13).

On November 4, 2025, the Court granted The Myers Law Group, APC's ("MLG") Motion to be Relieved as Attorney of Record, relieving MLG as counsel for Christian Aguilar Figueroa.

Plaintiffs and Plaintiffs' Counsel ("Class Counsel") have concluded, after taking into account sharply disputed factual and legal issues involved in this litigation, the risks of further litigation, and the substantial benefits received and to be received pursuant to the compromise and settlement of the litigation, that settlement on the terms hereinafter set forth is in the best interest of the class members.

Defendants and Defendants' Counsel have concluded, after taking into account the sharply disputed factual and legal issues involved in the litigation, the risks attending further defense, the substantial expense and burden of protracted litigation, and their desire to put the controversy to rest, that settlement on the terms hereinafter set forth is in the best interest of Defendants.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Terms of the Settlement

1. The Settlement Class

The class is defined as: all current and former non-exempt, hourly paid employees who worked for Defendants in California at any time during the Class Period. ("Class" or "Settlement Class"). (Ex. 1 at ¶ 1.5). The Class Period extends from December 10, 2015, through May 30, 2025, with a Settlement Class of approximately 190 Class Members. (Id. ¶¶ 1.12, 4.1) (Decl. Castro at ¶ 3).

2. The Settlement Allocations

Defendant has agreed to pay a ***non-reversionary*** sum of Eight Hundred Thousand Dollars and Zero Cents ($800,000.00), or Gross Settlement Amount ("GSA"). (Ex. 1 at ¶¶ 1.22). The GSA includes all Individual Class Payments to Participating Settlement Class Members, Administrator Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and all Individual PAGA Payments to Aggrieved Employees ("PAGA Employees") (totaling 25% of the PAGA Penalties allocation) and the LWDA PAGA Payment (75% of the PAGA Penalties allocation). (Ex. 1 at ¶¶ 1.22, 3.1, 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4, 3.2.5). A full breakdown of the allocations of the GSA is as follows:

Gross Settlement Amount ("GSA")	$800,000.00
Class Counsel Fees Payment	$266,666.67
Class Counsel Litigation Expenses Payment	$45,000.00
LWDA PAGA Payment	$37,500.00
PAGA Payment to PAGA Employees	$12,500.00
Administration Expenses Payment	$9,500.00
Class Representative Service Payment to Albarran	$10,000.00
Class Representative Service Payment to Soto	$10,000.00
Net Class Settlement Amount ("NSA")	$408,833.33

The GSA is exclusive of employer-side payroll taxes, which Defendants will pay separately. (Ex. 1 at ¶ 3.1). The actual total number of Workweeks for the Class Members for the Class Period is estimated at 15,734. (Decl. Castro at ¶ 3). The escalator provision of the Settlement was not triggered upon Defendants' final analysis of the closed Class Period. (Decl. Castro at ¶ 3); (Ex. 1 at ¶¶ 8.1, 8.2).

3. Individual Class Payments

Each Participating Class Member who does not submit a valid and timely Request for Exclusion from the Settlement will be a Participating Class Member ("PCM") and will receive an Individual Class Payment based on a pro rata share of the Net Settlement Amount ("NSA"). (Ex. 1 at ¶ 7.5.3). The Settlement allocates 20% of the Settlement Share as wages subject to employee wage withholdings and reported on IRS Form W-2; and the remaining 80% as interest and penalties reported on IRS Form 1099. (Ex. 1 at ¶ 3.2.4.1).

The NSA shall be distributed to the individual Participating Class Members based on the number of workweeks that he or she worked. It shall be calculated by (a) dividing the NSA by the total number of Workweeks worked by the Participating Class Members during the Class Period and (b) multiplying the result by the number of Workweeks worked by the Participating Class

Member during the Class Period. (Ex. 1 at ¶ 3.2.4). Non-Participating Class Members, Class Members who opt-out, will not receive any Individual Class Payment, will not release the Released Class Claims, and have Workweeks that will not be included in the pro rata calculation of the Individual Class Payments. (Ex. 1 at ¶ 3.2.4.2).

4. PAGA Allocation

The Settlement allocates $50,000 to the PAGA Payment. (Ex. 1 at ¶ 3.2.5). The PAGA Payment results in 75% (or $37,500) paid to the LWDA. (Id.). The remaining 25% (or $12,500) will be paid to the PAGA Employees. (Id.). The Individual PAGA Payment for the PAGA Employees will be calculated on a pro rata basis based on each individual PAGA Employees' percentage of workweeks for all PAGA Employees for the PAGA Period. (Id. at ¶ 3.2.5.1). There are approximately 93 PAGA Employees with 8,669 Pay Periods at issue during the PAGA Period. (Decl. Castro at ¶ 12); (Id. at ¶¶ 8.1).

B. Proposed Notice to the Class

In accordance with the Settlement Agreement, all Class Members and PAGA Employees will be mailed a Settlement Notice that includes, but is not limited to, information regarding the nature of the litigation; a summary of the terms of the Settlement Agreement; the definitions of the Class; the estimated cost for administration of the settlement; information regarding payments from the GSA; the individual Class Members' total number of Workweeks; the estimated Individual Class Payment and Individual PAGA Payment; the formulas for calculating Individual Class Payment and Individual PAGA Payment; the dates of the Class Period and PAGA Period; instructions for requesting exclusion from or objecting to the settlement, deadlines for the same; the date, time and location of the Final Approval/Fairness Hearing; and the claims to be released by Participating Class Members and PAGA Employees. (Ex. 1 at Ex. A). The Settlement Notice will be provided in English and Spanish. (Id. at ¶¶ 1.11, 7.4.2).

C. Proposed Release of Claims

The Settlement provides the following narrowly tailored releases.

1. Released Parties

Under the Settlement terms, the Released Parties means "Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates". (Ex. 1 at ¶ 1.42).

2. Released Class Claims

The PCM will release the Released Class Claims as follows:

> All Class Members who do not request exclusion ("Participating Class Members") and Plaintiffs, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release Released Parties from any and all claims that were or could have been alleged in the Operative Complaint that arose during the Class Period including without limitation with respect to the following claims: (a) failure to pay minimum wages and liquidated damages; (b) failure to pay overtime wages, including failure to include additional renumeration when calculating overtime wages; (c) failure to provide compliant meal periods or pay meal period premiums in lieu thereof; (d) failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof; (e) failure to furnish accurate itemized wage statements; (f) failure to timely pay all wages due upon separation of employment; (g) failure to reimburse necessary business-related expenses and costs; and (h) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (i) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law ("Released Class Claims").(Ex. 1 at ¶ 5.2).

3. Release PAGA Claims

The PAGA Employees will release the PAGA Released Claims as follows:

> Plaintiffs and all Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, shall release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint or the PAGA Notice (and any amendments thereto) arising during or with respect to the PAGA Period, including without limitation with respect to alleged violations of the following sections of the California Labor Code: 201-203, 210, 221-223, 226, 226.7, 233-234, 245-248.5, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, and 2810.5 ("Released PAGA Claims"). (Ex. 1 at ¶ 5.3).

4. Plaintiffs' Individual Release

Under the Settlement, Plaintiffs, and only Plaintiffs, are executing a general release of claims that includes a Civil Code §1542 release. (Ex. 1 at ¶¶ 5.1, 5.1.1).

IV. LEGAL ARGUMENT

California courts favor settlement, particularly in class actions and other complex actions where substantial resources may be conserved by avoiding the time, costs, and rigors of protracted formal litigation. *7-Eleven Owners for Fair Franchising v. Southland Corp*., 85 Cal.App.4th 1135, 1151 (2000). Where a class action settlement is determined to be within the "range of reasonableness," the court should grant preliminary approval. *Hernandez v. Vitamin Shoppe Indus., Inc.,* 174 Cal.App.4th 1441, 1446 (2009).

A. The Court Should Grant Preliminary Approval of the Settlement

1. The Proposed Settlement is Fair, Reasonable, and Adequate

All factors favor preliminary approval of the Settlement. *See Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399, 407 (2010) (*citing Kullar v. Footlocker Retail, Inc.*, 168 Cal.App.4th 116, 130 (2008)). Courts recognize that the strength of the plaintiffs' case on the merits balanced against the amount offered in the settlement as the most important factor to such determination. *Id.* The proponent of the settlement bears the burden of showing that the proposed settlement is fair and reasonable. California courts generally recognize a presumption of fairness where (1) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.

a. The Settlement is the Product of Arm's-Length Negotiations

The proposed Settlement here is fair, reasonable and adequate. (Decl. Castro at ¶¶ 13-23); (Decl. Hatcher at ¶¶ 12-14); (Decl. Serb at ¶¶ 11-14). Plaintiffs and Class Counsel engaged in private mediation, on March 21, 2025, with well-respected mediator Mariam Zadeh, Esq. Prior to the mediation, Plaintiffs possessed sufficient information and documentation to make an informed decision and conduct a comprehensive review and analysis of the facts, potential damages, and legal issues raised by the Action to reach the Settlement. (Decl. Castro at ¶¶ 5-7, 13-23); (Decl.

Serb at ¶¶ 11-14). At the mediation, the parties reached a settlement in principle that is memorialized in the Settlement Agreement. (Decl. Castro at ¶ 4); (Decl. Serb at ¶ 13). The settlement negotiations in this matter were at arm's length and non-collusive at all times. (Decl. Castro at ¶ 4); (Decl. Serb at ¶ 13).

In reaching the proposed Settlement, Plaintiffs and Class Counsel's negotiation efforts took into consideration relevant factors such as the size of the class, the information and documents obtained through informal discovery, the experiences of Plaintiffs, Defendants' projected liability, the expense of continued litigation, the uncertainty inherent in litigating complex matters, such as obtaining and maintaining class certification, Defendants' policies including its timekeeping and compensation practices, and the potential for appeals. (Decl. Castro at ¶¶ 4-8, 13-23); (Decl. Serb at ¶¶ 11-18). Based on Class Counsel's experience handling similar claims, Class Counsel are of the opinion that the proposed settlement represents a favorable resolution for the Settlement Class as it provides for concrete compensation to the absent class members for Defendants' alleged violations without the further expense and uncertainty of further litigation. (Decl. Castro at ¶¶ 2, 7, 8, 10); (Decl. Serb at ¶¶ 14-18). Moreover, the proposed settlement resolves any potential penalties against Defendants for their allegedly unlawful conduct and also compensates Plaintiffs and the Class Members fairly for the alleged claims. (Decl. Castro at ¶¶ 4, 8); (Decl. Serb at ¶¶ 15, 18). Accordingly, there can be no doubt that the proposed Settlement before the Court is the product of thorough arm's length and non-collusive negotiations between the Parties, who participated in a full-day of mediation with Mariam Zadeh, Esq. and based thereon the Court should presume the fairness of the proposed settlement.

b. Sufficient Investigation and Discovery Has Been Conducted

Prior to attending the mediation, Plaintiffs conducted a comprehensive investigation into the facts and legal issues raised by the Action. Plaintiffs' investigation included requesting and obtaining documents through formal and mediation-based discovery for the Settlement Class and PAGA Employees, that included data detailing the number of class members (formerly and currently employed), total number of PAGA Employees, total number of workweeks and pay periods, as well as payroll data (including a sampling) and documents, the personnel files for

Plaintiffs, and wage and hour policy documents, to permit preparation of a damages model. (Decl. Castro at ¶¶ 5-7); (Decl. Serb at ¶¶ 11-12). At the time of mediation, and prior to reaching the Settlement, Plaintiffs were equipped with sufficient knowledge of the facts and legal claims at issue, and the evidence in support or in contention thereof, so as to make a proper evaluation of the merits of the claims in the action, the defenses raised by Defendants against said claims, and Defendants' scope of projected liability. (Decl. Castro at ¶¶ 5-8).

Given the foregoing, the Settlement for each Participating Class Member is fair, reasonable, and adequate, given the inherent risk of litigation and Defendants prevailing on the merits, the risk relative to class certification, the costs of litigation, and Defendants' affirmative defenses. (Decl. Castro at ¶¶ 7, 8). Should any Class Member dispute the fairness, reasonableness, or adequacy of the settlement, they will be afforded an opportunity to do so up to and at the time of the Final Approval/Fairness Hearing. (Ex. 1, at Ex. A).

c. Class Counsel is Experienced in Similar Litigation

To date, Class Counsel has handled numerous class actions and complex cases, the majority of which they served as Class Counsel. (Decl. Castro at ¶ 2); (Decl. Hatcher at ¶¶ 2-8); (Decl. Serb at ¶¶ 3-9). This experience and success in similar wage and hour class action litigations supports the views that the proposed Settlement is fair, reasonable and adequate. Class Counsel relied on their extensive experience when negotiating the proposed settlement. (Decl. Castro at ¶¶ 4, 7, 8, 10); (Decl. Serb at ¶¶ 11-18). As discussed above, Class Counsel's settlement negotiations were conducted with consideration given to the class size, the information and documentation obtained through discovery, the common experience of Plaintiffs and other putative class members, Defendants' general denial of any wrongdoing, and the uncertainty, risk, expense and delay associated with litigating the action through trial, including the risks of obtaining and maintaining class certification through trial and the risk for potential appeals. (Id.). Class Counsel also considered the just nature of the proposed ***non-reversionary*** settlement, which requires Defendants to remit any unclaimed funds to the California State Controller's Office, Unclaimed Property Division in the name of the Class Member. (Ex. 1 at ¶ 4.4.3). Therefore, Defendants are required to pay the entire Gross Settlement Amount.

Based on the foregoing, the proposed settlement should be presumed fair since it was reached as the result of arm's length negotiations, sufficient investigation and discovery was conducted, and Class Counsel is highly experienced in similar wage and hour class litigation. Moreover, the Court will possess the necessary information as to the percentage of exclusions and objectors at the time of the Final Approval/Fairness Hearing.

2. Benefits of the Settlement and the Risks of Continued Litigation

This proposed settlement is fair and reasonable and comparable to similar class action settlements involving these types of claims. Based on Class Counsel's review and analysis of the information and documentation obtained in this action, Class Counsel anticipates that if these matters were certified as a class action, proceeded to trial, and resulted in verdicts for Plaintiffs and the Class Members, Defendants' reasonable exposure for the class claims at-issue is approximately $1,258,941.75, which is approximately 27.32% of Defendants' maximum exposure of $4,607,763.00 (at an assumed 100% violation rate). (Decl. Castro at ¶ 13).

However, for the reasons described below, the Court might ultimately determine the claims are not suitable for class certification or could be subject to decertification after certification is granted. (Decl. Castro ¶ 7, 13-23). Under the proposed Settlement, Class Members will avoid the risks of continued litigation (including the possibility that class certification will be denied and no relief will be available to the class members) and receive a pro rata share of the NSA, in exchange for a narrowly tailored release of claims. (Ex. 1 at ¶ 5.2). Based on the Settlement allocations an average participating class member payment is $2,151.75 ($408,833.33 [Net Settlement Amount] / 190 [Approx. Class size]). (Decl. Castro at ¶ 8). Additionally, all unclaimed funds will be remitted to the California State Controller's Office, Unclaimed Property Division in the name of the Class Member. (Ex. 1 at ¶ 4.4.3); see also Code Civ. Proc. § 384. (Decl. Castro at ¶ 14).

Class Counsel are of the opinion that the proposed settlement is fair, reasonable and adequate in light the following: Plaintiffs contend that Defendants engaged in a systematic course of illegal employment practices and policies, which were applied across the Class Members, Defendants failed to pay all minimum and overtime wages owed, provide legally compliant duty free rest periods and meal periods, failed to pay premiums at the regular rate of pay, failed to reimburse business expenses, failed to furnish accurate itemized wage statements, and failed to pay all wages due upon separation of employment. Defendants deny Plaintiffs' claims and have asserted various defenses thereof; Participating Settlement Class Members will receive compensation for Defendants' alleged violations without further delay; the release of claims is carefully crafted to only resolve the claims that were or could have been asserted based on the facts alleged; the uncertainty of the outcome, risk and expense of litigation in complex class actions; and that no amount of the GSA will revert back to Defendants, among other things. (Decl. Castro ¶¶ 4, 7, 8, 10, and Ex. 1 at ¶ 5.2). The Settlement accounts for the strengths and risks of each of the claims, as described below. (Decl. Castro at ¶ 15).

Meal Period Violations. Plaintiffs contend that Defendants failed to provide meal periods to Plaintiffs and the Class in violation of Labor Code §§ 226.7 and 512, and the applicable Industrial Welfare Commission ("IWC") Wage Order. Plaintiffs argue Defendants' meal policies and practice resulted in late, short, and/or missed first and/or second meal breaks for Plaintiffs and the Class and Defendants failed to pay Plaintiffs and the Class meal period premiums for these alleged meal period violations. *See Benton v. Telecom Network Specialists, Inc*. (2013) 220 Cal.App.4th 701, 726; *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58. Further, Plaintiffs contend that Defendants' practice required Plaintiffs and the Class to remain on-call via their personal cell phones during meal periods, in violation of Labor Code and Wage Order. *See Augustus, 2 Cal.5th at 265 quoting Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1039. However, Defendants maintain that they implemented and practiced a compliant meal period practice at all relevant times. Further, Defendants contend that this claim would not be certified because there would be individual questions as to meal period practices at the separate facilities and/or separate managers/supervisors. And further contend there would be individual questions as to whether class members chose to voluntarily skip the provided meal period. Given this, Plaintiffs estimate Defendants' reasonable exposure here is approximately $169,483.00, including interest (approximately 25% of Defendants' estimated maximum exposure of the meal period claims). (Decl. Castro at ¶ 16).

Rest Period Violations. Plaintiffs contend that Defendants failed to provide rest periods to Plaintiffs and the Class in violation of Labor Code §§ 226.7 and 512, and the IWC Wage Order. Similar to the meal period policy as discussed above, Plaintiffs contend that Defendants rest period policies and practices were not compliant with California law, as Defendants required employees to be on-call via their personal cell phones during rest breaks, in violation of Labor Code and Wage Order. State law prohibits such controlled and non-duty free, on-call rest periods. *See Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 260. However, Defendants maintain that they implemented and practiced compliant rest period practices at all relevant times. Further, Defendants contend that this claim would not be certified because there would be individual questions as to rest break practices at the separate facilities and/or separate managers/supervisors. And further contend there would be individual questions as to whether a class member took a rest break on any given shift. Given this, Plaintiffs estimate that Defendants' reasonable exposure here is approximately $479,990.25, including interest (approximately 25% of Defendants' estimated maximum exposure for the rest period claims). (Decl. Castro at ¶ 17).

Unpaid Wage Claims. Plaintiffs contend that Defendants failed to pay Plaintiffs and the Class for all hours worked, in violation of Labor Code §§ 510, 1194, 1194.2, 1197 and the IWC Wage Order. As a consequence of being subject to on-duty meal periods, Plaintiffs contend that they and the Class were not paid for all time worked. *See Naranjo v. Spectrum Sec. Servs., Inc.*, 13 Cal. 5th 93, 107 n.4 (2022). Further, Plaintiffs contend that Defendants rounded time entries for shifts beginning and end times and meal periods resulting in unpaid minimum, overtime, and double wages. Plaintiffs contend this resulted in approximately 0.2 minutes underpaid per shift. Defendants contend that their policies and practices with regard to payment of minimum wages and overtime wages complies with the Labor Code and Wage Order. Defendants further contend that meal periods were duty free and thus did not require compensation (*see supra*). Further, Defendants contend that this claim will not be certified based on numerosity and/or that individual issues will predominate. Accordingly, Defendants' reasonable exposure for the total unpaid wage claim is estimated at approximately $168,516.75 (25% of Defendants' estimated maximum exposure of the total unpaid wage claims). (Decl. Castro at ¶ 18).

Unreimbursed Business Expenses. Plaintiffs contend that Defendants did not reimburse

Class Members' business expenses, in violation of Labor Code § 2802. Plaintiffs allege the Class were required to use their personal cell phones to attend to business needs of Defendants and have not been reimbursed for such related costs, in violation of the Labor Code. *See Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137. Plaintiffs estimated that Defendants' maximum exposure for unreimbursed business expenses, with interest, was approximately $236,004.00. Defendants contend that their policies and practices are in compliance with the Labor Code and that this claim would not be certified because individual issues would predominate as to whether or not the class members actually used their personal cell phone for business. Accordingly, the estimated reasonable value of this claim is approximately $118,002.00 (50% of Defendant's estimated maximum exposure for the unreimbursed business expense claim).(Decl. Castro at ¶ 19).

Wage Statement Violations. Plaintiffs contend that there is a derivative wage statement violation pursuant to Labor Code § 226 based on the unpaid wage claims and failure to pay meal and rest period premiums for non-compliant meal and rest periods. Further, Plaintiffs allege independent wage statement violations due to rounding for failure to provide the correct "hours worked" pursuant to Labor Code §226(a)(2), and (a)(9)— as Plaintiffs contend Defendants only reported the "rounded hours". The plain language understanding of the term "hours worked" is the precise, actual number of hours worked. *Feltzs v. Cox Communs. Cal., LLC* (C.D. Cal. June 1, 2021) 2021 U.S.Dist.LEXIS 146418, at *16-17. The precise, actual number of hours worked is different than the rounded hours paid. Under Labor Code §226(a) "[t]he obligation to list the total hours worked during the pay period can only be satisfied by listing the precise, actual number of hours worked." *See Cicairos v. Summit Logistics, Inc*. (2005) 133 Cal.App.4th 949, 955. At a 100% violation rate, Plaintiffs estimate that Defendants' exposure is approximately $320,000.00 for this claim. Defendants deny liability here to the same degree as they did for the underlying claims. This also raises issues as to whether or not any derivative violations were "knowing and intentional" as required by Labor Code §226(e)(1). Accordingly, the estimated reasonable value of this claim is approximately $128,000.00 (40% of Defendant's estimated maximum exposure for the wage statement violation claims). (Decl. Castro at ¶ 20).

Waiting Time Penalties. Plaintiffs allege derivative waiting time penalty claims, in violation of Labor Code §§ 201 and 203. While Plaintiffs are confident, they can establish the claims for unpaid wages, unpaid meal and rest period premiums, and unreimbursed business expenses, Plaintiffs still needs to overcome the "willful" prong to obtain waiting time penalties pursuant to Labor Code §203. Notwithstanding the other underlying contentions by Defendants. At a 100% violation rate, Plaintiffs estimate that Defendants' exposure is approximately $779,799.00 for this claim. Defendants argued that the underlying claims will fail and thus so will the derivative claim. Further, that Plaintiffs will not be able to establish the "willful" prong for unpaid wage claims and/or unpaid meal/rest period premium claims. And, that unreimbursed business expenses do not operate as an abatement or reduction to wages for purposes of Labor Code §203. Accordingly, the estimated reasonable value of this claim is approximately $194,949.75. (25% of Defendant's estimated maximum exposure for the waiting time penalties claims). (Decl. Castro at ¶ 21).

Thus, Plaintiff estimates that Defendant's total reasonable exposure is $1,258,941.75. Accordingly, the $800,000.00 GSA represents an approximate 63.55% discount against the same. The proposed settlement thus provides Class Members with the opportunity to obtain relief in a prompt and efficient matter, rather than through a further lengthy litigation process with the potential for appeals and/or potential for not prevailing on these claims at trial or that these claims would not be certified or would later be decertified. As such, the proposed settlement is reasonable in light of all known facts and circumstances, including the strengths and weakness of the claims and the risks associated with this particular litigation. (Decl. Castro at ¶ 22).

3. The Proposed Notice is Appropriate and Adequate

Courts enjoy broad discretion in fashioning an appropriate notice program. *Cartt v. Superior Court*, 50 Cal.App.3d 960, 973-974 (1975). Rule 3.766 of the California Rules of Court outlines the notice requirements for class actions. While there is no statutory or due process requirement that all class members receive actual notice, any "notice given should have reasonable chance of reaching a substantial percentage of the class members." Id. at 974. Notice mailed to the class members at their most recent known address is typically presumed adequate. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). The Settlement's Notice and procedure for mailing satisfy these requirements. (Ex. 1 at ¶¶ 7.4.1, 7.4.2, 7.4.3, 7.4.4, 7.4.5, Ex. A).

B. Allocated Representative Service Award is Fair and Reasonable

Courts routinely approve service awards in order to compensate class representatives for their effort and the risks they incur during class action litigation for the benefit of other class members. *Cellphone Termination Fee Cases*, 186 Cal.App.4th 1380, 1393-94 (2010); *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 806 (2009). Simply put, such payments acknowledge that without class representatives, there can be no class action. *Clark*, 175 Cal.App.4th at 804. In determining service payments, the court may consider, among other things, the risk to the class representative in commencing the suit, financial and otherwise; the notoriety and personal difficulties encountered by the class representative; the amount of time and effort spent by the class representative; and the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. *Munoz*, 186 Cal.App.4th at 412.

By being the named representatives in the Action, Plaintiffs put their names forward on the public record at the risk of future or potential employers choosing not to hire them based on the fact that they took the lead in this Action. Plaintiffs also ran the risk of being liable for Defendants' attorneys' fees and costs in this litigation. Plaintiffs spent significant time litigating this Action, reviewing documents, providing documents and information to Class Counsel, discussing their experiences with Class Counsel, reviewing settlement documents, attending/participating in private mediation and providing consistent support to Class Counsel. (Decl. Castro ¶¶ 4-7, 11), (Decl. Serb at ¶¶ 11-12, 20), (Decl. Soto at ¶¶ 6, 7, 13). Moreover, Plaintiffs executed a full and general release of any and all claims to the furthest extent permitted by law in exchange for the service payment. (Ex. 1 at ¶¶ 5.1, 5.1.1); (Decl. Soto at ¶ 15). Plaintiffs achieved a significant monetary relief for the Participating Settlement Class Members (notably an average Class Member payment of $2,151.75). (Decl. Castro at ¶¶ 8, 22). Accordingly, Plaintiffs risked and surrendered more than any Class Member. Therefore, a $10,000.00 Class Representative Service Payment to each Plaintiff is reasonable given the work and the risks that Plaintiffs took and bore for the benefit of other members of the Class. (Decl. Castro at ¶ 11); (Decl. Serb at ¶ 20).

C. Allocated Attorney's Fees and Costs are Fair and Reasonable

Class Counsel will seek attorneys' fees of one-third of the Gross Settlement Amount. The California Supreme Court has endorsed attorneys' fees awards in class action litigation which represent a percentage of the common fund created in contingency fee litigation such as this matter. *Laffitte v. Robert Half Internat. Inc*., 1 Cal. 5th 480, 503 (2016) (affirming trial court decision awarding class counsel with attorneys' fees of one-third of the common fund). The allocation of one-third of the common fund, subject to a later lodestar cross-check at the time of final approval, is fair and reasonable and in line with other employment cases where Class Counsel worked on a contingency fee basis and created a substantial, non-reversionary settlement fund for class members. At this time, Class Counsel's combined lodestar is estimated at approximately $378,080.00. (Decl. Hatcher at ¶ 9, Ex. A); (Decl. Serb at ¶ 19, Ex. 1). As part of the final approval process, Class Counsel will file a Motion for Attorney's Fees that includes a lodestar cross-check.

Class Counsel will also seek reimbursement of their actual litigation costs up to a maximum of $45,000.00 from the GSA for actual litigation costs incurred. (Ex. 1 at ¶ 3.2.2). The out-of-pocket costs allocation for the litigation of the Action is fair, reasonable and adequate. Class Counsel will provide the final exact cost reimbursement as part of the final approval process that will be supported by documentation of costs incurred. Moreover, any difference in the maximum amount of cost reimbursement allocated in the Settlement compared to the actual amount sought/awarded will be added to the NSA to be distributed to the PCM. (Id.).

D. Conditional Certification of the Class is Appropriate for Settlement Purposes

Pursuant to California Rules of Court, Rule 3.769(d), the Court is permitted at the preliminary approval stage to make an order approving certification of a provisional settlement class. The Parties stipulated to class certification for settlement purposes. (Ex. 1 at ¶ 12.1). The standard of scrutiny applied by a court to determine the propriety of certifying a settlement class is a lesser standard than that applied to a litigation class since the case management concerns inherent in determining if a litigation class should be certified need not be addressed with respect to a settlement class where trial is not anticipated. *Dunk,* 48 Cal.App.4th at 1807 n. 19*; see also Officers for Justice,* 688 F.2d at 633. The Court should provisionally certify the Settlement Class.

1. The Proposed Classes are Ascertainable and Numerous

The Class is tailored to ensure the members are readily ascertainable. The class definition is sufficiently specific to enable potential class members, and the Court, to readily determine the parameters of the class. *See Clothesrigger, Inc. V. GTE Corp.*, 191 Cal.App.3d 605, 617 (1987). Further, the Class is identifiable from Defendants' payroll and personnel records. *Rose v. City of Hayward*, Cal.App.3d 926, 932 (1981) (finding "[c]lass members are 'ascertainable' where they may be readily identified without unreasonable expense or time by reference to official records.").

The Class consists of all current and former non-exempt hourly paid employees who worked for Defendants in California at any time during the Class Period defined as December 10, 2015 to May 30, 2025. (Ex. 1 at ¶¶ 1.5, 1.12). The Class is ascertainable. The Class represents approximately 209 individuals. (Ex. 1 at ¶ 4.1). Numerosity is met as the individual joinder of all class members would be impracticable. Code Civ. Proc. §382; *Richmond v. Dart Indus., Inc.*, 29 Cal.3d 462, 470 (1981); *Rose,* 126 Cal.App.3d at 934 (presumption of impracticable joinder for class of 30 to 40 individuals).

2. Common Issues of Law or Fact Predominate

Whether a class action is the appropriate mechanism depends largely upon "whether the common questions are sufficiently pervasive to permit adjudication in a class action rather than multiplicity of suits." *Richmond*, 29 Cal.3d at 477-478. The primary purpose of this inquiry is to ascertain whether the proposed class is sufficiently cohesive to warrant adjudication by representation. *See e.g., Lazar v. Hertz Corp.*, 143 Cal.App.3d 128, 138-139 (1983); *Hogya v. Superior Court,* 75 Cal.App.3d 122, 142 (1977). The Action alleged numerous Labor Code violations based on common questions of law and fact for the claims at-issue. See (Third Amended Complaint at ¶ 30). Accordingly, common questions of law and fact exist among the Class because this Action focuses on the Defendants' allegedly systematic course of illegal employment and payroll practices and policies, which were applied across the Class Members. *See Id.* Moreover, the common questions among the Class predominate over individual issues thus warranting class certification.

3. Plaintiffs' Claims Are Typical of the Class Members' Claims

Typicality simply means that the representative(s) claims be similar to those of class members. The interests of the class representatives need not be identical to those of other class members; the class representatives must simply be similarly situated. *B.W.I. Custom Kitchen v. Owens- Illinois, Inc.*, 191 Cal.App.3d 1341, 1347 (1987); *Classen v. Weller*, 145 Cal.App.3d 27, 46 (1983). Here, the Class Representatives/Plaintiffs are former non-exempt employees of Defendants in California. (Decl. Serb at ¶ 20); (Decl. Soto at ¶ 2). Plaintiffs worked pursuant to Defendants' corporate policies and pay practices applicable to Defendants' non-exempt hourly employees in California, whether in direct or temporary positions. Like other Class Members, Plaintiffs were paid pursuant to Defendants' policy and pay practices including working under Defendants' alleged practice of failing to pay all minimum and overtime time wages, failing to provide meal and rest periods or paying meal and rest period premium payments in lieu thereof, failing to reimburse business expenses, failing to provide accurate wage statements, and failing to provide all earned wages at the time of separation. See (Third Amended Complaint). As each Class Member would be required to demonstrate the same elements in order to recover on their claims against Defendants, their interests are sufficiently aligned with Plaintiffs' interests. *Medrazo v. Honda of North Hollywood,* 166 Cal.App.4th 89, 99 (2008).

4. The Class is Adequately Represented

A class representative is an adequate representative of the class so long as his or her interests are not antagonistic or in conflict with the objectives that he purports to represent. *Richmond*, 29 Cal.3d at 470. Additionally, Class Counsel "must be qualified, experienced and generally able to conduct the proposed litigation." *Miller v. Woods,* 148 Cal.App.3d 862, 875 (1983). Here, Plaintiffs' interests are not antagonistic to the interest of the Class since Plaintiffs allege that they and the Class Members were subject to the same unlawful policies and practices. Consequently, Plaintiffs seek the same or similar relief sought by the Class. *Amchem*, 521 U.S. at 625-626. Moreover, Plaintiffs have prosecuted this case on behalf of the Class and spent time meeting and corresponding with Class Counsel and providing documentation to Class Counsel. (Decl. Castro ¶11); (Decl. Soto at ¶¶ 6, 7); (Decl. Serb at ¶ 20). Plaintiffs have no conflict with the Class. (Decl. Soto at ¶¶ 12, 14). As such, there is no doubt that Plaintiffs are adequate representatives.

Class Counsel is very experienced litigating wage and hour class actions. (Decl. Castro ¶¶ 2), (Decl. Hatcher at ¶¶ 2-8), (Decl. Serb at ¶¶ 3-10). Class Counsel thoroughly investigated Plaintiffs' claims, the underlying case law and potential defenses, and reviewed the substantial information and documents exchanged in mediation-based discovery prior to attending mediation. (Decl. Castro ¶¶ 4-7, 13-23), (Decl. Serb at ¶¶ 11-12). Accordingly, Class Counsel was sufficiently informed prior to engaging in settlement negotiations. Furthermore, the settlement negotiations between the Parties were non-collusive, at arm's length and conducted with the assistance of mediator Mariam Zadeh, Esq. (Decl. Castro ¶ 4), (Decl. Serb at ¶ 13). As such, Class Counsel has and will adequately represent the Class.

5. The Class Action Procedure is Superior

Courts have repeatedly held that class actions are a superior device to resolve wage and hour class actions. *Moore v. Ulta Salon, Cosmetics & Fragrance, Inc*. (C.D. Cal. 2015) 311 F.R.D. 590; *Ortega v. J.B. Hunt Transp., Inc*. (C.D. Cal.2009) 258 F.R.D. 361. Class treatment is clearly superior to any other method of resolving wage and hour employment action, and in fact encouraged. *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 340; *Jaimez v. Daiohs USA, Inc.* (2010) 181 Cal.App.4th 1286, 1308. This is no difference here as Plaintiffs' claims are based on common policies and uniform class-wide practices, these claims can be most efficiently litigated and resolved on a class-wide basis. The alternative would be the unrealistic filing of hundreds of individual claims, and even hundreds of individual arbitrations, posing the serious disadvantages pointed out by the court in the *Sav-On* opinion.

V. <u>THE COURT SHOULD APPROVE THE PAGA SETTLEMENT</u>

A. The Court Should Approve the PAGA Settlement

Pursuant to Labor Code § 2699(s)(2) , a settlement of a civil action brought under the PAGA statute must be submitted to the LWDA and must be approved by the court, "ensuring that any negotiated resolution is fair to those affected." *Williams v. Superior Court*, 3 Cal. 5th 531, 549

(2017).[3] This settlement meets that threshold. Contemporaneously to the filing of this Motion, Class Counsel shall submit the proposed settlement to the LWDA and file notice of the same with the court by the deadline to file the reply in support of this motion. The proposed settlement allocates $50,000 for civil penalties pursuant to PAGA, with seventy-five percent (75%) of the allocation to be paid to the LWDA. (Ex. 1 at ¶ 3.2.5). This represents approximately 6.25% of the GSA.

The proposed allocation of $50,000.00 to PAGA is an exceptional outcome in light of all known facts and circumstances as well as the fact that civil penalties under PAGA are discretionary. The trial court may "exercise its discretion to *award lesser penalties* based on enumerated considerations" under Labor Code §2699, which includes a determination that imposition of the maximum statutory penalty would result in an award that is unjust, arbitrary, oppressive, or confiscatory. *Carrington v. Starbucks Corp*. (2018) 30 Cal.App.5th 504, 529 (applying a 90% discount to the maximum penalty); *quoting Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1213. Here, there was a potential that the Court would apply a similar or greater discount to the civil penalties at-issue given Defendants' position of compliance with the Labor Code.

"Relief under PAGA is designed primarily to benefit the general public, not the party bringing the action." *Kim v. Reins Int'l Cal., Inc.,* 9 Cal. 5th 73, 81 (2020). As a result, in wage and hour class action cases that settle, which are the overwhelming majority of such cases, very little of the total settlement is paid to PAGA penalties in order to maximize payments to class members. *See Smith v. Am. Greetings Corp*., 2016 U.S. Dist. LEXIS 66247 (N.D. Cal. May 19, 2016) (granting final approval of class action settlement allocating $37,500 of $4 million settlement to PAGA); *Willner v. Manpower Inc*., 2015 U.S. Dist. LEXIS 80697 (N.D. Cal. June 20, 2015) (granting final approval of a class settlement allocating $65,655 of $8.75 million settlement to PAGA); *Chu v. Wells Fargo Investments, LLC*, 2011 U.S. Dist. LEXIS 15821 (N.D. Cal. Feb. 15, 2011) (approving $10,000 PAGA allocation in $6.9 million settlement). The $37,500

[3] Former subdivision (l)(2). The Settlement is governed by the version of PAGA in effect prior to the 2024 Amendment.

payment to the LWDA is thus more than adequate "to supplement" funding the agency's "enforcement of labor laws" and "education of employers and employees about their rights and responsibilities under" the Labor Code. Cal. Lab. Code § 2699(i); (Ex. 1 at ¶ 3.2.5).

Furthermore, if a higher amount is allocated to PAGA, the burden to pay civil penalties would effectively shift to the Class Members since a higher allocation would reduce the amount that the Class Members would ultimately receive under the proposed Settlement. Although this burden shifting may achieve the enforcement objective of the statute, it would do so at the expense of the employees that the statute was designed to protect. Thus, the Settlement strikes a balance between the interest of all the parties, including the LWDA and general public, by penalizing the employer and providing relief to the Settlement Class Members.

B. PAGA Settlement is Procedurally Correct

Contemporaneously to the filing of this Motion, Class Counsel shall submit the proposed settlement to the LWDA pursuant to Labor Code §2699(s)(2). The Class Notice effectively informs the Class that even if a class member opts-out of the Class settlement, the class member will not be opted-out of the PAGA settlement and still be bound by the PAGA Release.

VI. CONCLUSION

Accordingly, Plaintiffs respectfully request that this Court Grant preliminary approval of the Settlement, conditionally certify the settlement class, appoint The Myers Law Group, A.P.C. and Crosner Legal, PC as class counsel, appoint Plaintiffs Oscar Albarran and Wilson Soto as class representatives, order notice of conditional certification and preliminary approval of the class action settlement to the class. The proposed order and proposed notice are filed concurrently herewith.

Dated: April 10, 2026

Respectfully Submitted,
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Dated: April 10, 2026

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