Arby Aiwazian (SBN 269827)
arby@calljustice.com
Joanna Ghosh (SBN 272479)
joanna@calljustice.com
Selena Matavosian (SBN 348044)
selena@calljustice.com
LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020/Fax: (818) 265-1021

S. Emi Minne (SBN 253179)
emi@parkerminne.com
Jill J. Parker (SBN 274230)
jill@parkerminne.com
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiff
JORDAN KEITH HELTON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JORDAN KEITH HELTON, individually, and on behalf of other members of the general public similarly situated, Plaintiff, vs. AMEE BAY, LLC, an unknown business entity; THREE SAINTS BAY, LLC, an unknown business entity; and DOES 1 through 100, inclusive, Defendants.	Case No.: 37-2022-00027268-CU-OE-CTL (Lead Case) *Consolidated with Case No.: 37-2022-00027280-CU-OE-CTL* *Assigned for all purposes to the Honorable Richard S. Whitney, Dept. C-68* **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** Date: April 10, 2026 Time: 10:30 a.m. Dept.: C-68 Complaint Filed: July 12, 2022 Trial Date: Not set

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

PLEASE TAKE NOTICE that on April 10, 2026, at 18:30 a.m. or as soon thereafter as may be heard in Department C-68 of the above-entitled court, located at 330 W. Broadway, Fifth Floor, San Diego, California 92101, pursuant to Code of Civil Procedure § 382 and California Rules of Court 3.769, Plaintiff Jordan Keith Helton ("Plaintiff") will, and hereby does, move the Court for entry of an order granting preliminary approval of the proposed Joint Stipulation of Class Action and PAGA Settlement entered between Plaintiff and Defendants Amee Bay, LLC and Three Saints Bay, LLC ("Defendants"). Specifically, Plaintiff requests that the Court enter an order:

1. Granting preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement attached as Exhibit 1 to the Declaration of S. Emi Minne in support of Motion for Preliminary Approval ("Agreement" or "Settlement");

2. Approving the proposed Notice of Class Action and PAGA Settlement ("Class Notice") attached as Exhibit A to the Agreement, and the proposed deadlines for the settlement administration process;

3. Approving the opt-out and objection procedures set forth in the Agreement and Class Notice;

4. Provisionally certifying the proposed Class for settlement purposes;

5. Appointing Plaintiff as the Class Representative for the Class for settlement purposes;

6. Appointing Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, and Selena Matavosian of Lawyers for Justice, PC and S. Emi Minne and Jill J. Parker of Parker & Minne, LLP as Class Counsel for settlement purposes;

7. Appointing ILYM Group, Inc. as the Settlement Administrator;

8. Directing Defendants to furnish the full names, last known mailing address, telephone number, last known email address, social security number, total Workweeks during the Class Period, and total workweeks during the PAGA Period for all Class Members to the Administrator no later than 21 calendar days after the Court enters an order granting preliminary approval of the Settlement, as well as any other information the Settlement Administrator may reasonably require to administer the

Settlement;

9. Scheduling a final approval hearing.

Good cause exists for the granting of this motion as the proposed Settlement is fair, adequate, and reasonable. Additionally, the proposed notice process complies with California Rules of Court, Rules 3.766 and 3.769, and mailing the proposed Class Notice to the Class Members' last known addresses is an appropriate form of giving notice.

Pursuant to California Labor Code § 2699(l)(2), a copy of the proposed Settlement, as well as information regarding the preliminary approval hearing on this matter, were submitted to the California Labor Workforce Development Agency via online filing at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html on November 4, 2025. *See* Minne Decl. ¶ 68, Exh. 4.

Per the terms of the Settlement, Defendants have agreed not to oppose this motion. As the motion is unopposed, Plaintiff respectfully requests that the Court extend the page limit for the supporting memorandum of points and authorities pursuant to Rule 3.1113(e) of the California Rules of Court so that Plaintiff can provide the Court with adequate information to determine whether to grant preliminary approval of the Settlement and preliminarily certify a class for settlement purposes.

The motion is based upon this notice, the attached memorandum of points and authorities; the Declarations of S. Emi Minne, Selena Matavosian, Jordan Keith Helton, and Lisa Mullins, and any exhibits thereto; the pleadings and other records on file with the Court in this matter; and any other further evidence or argument that the Court may properly receive at or before the hearing.

Respectfully submitted,

Dated: November 4, 2025

PARKER & MINNE, LLP

By: ______________________________
S. Emi Minne
Attorneys for Plaintiff

TABLE OF CONTENTS

<u>**TABLE OF AUTHORITIES**</u>

Cases

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This is a putative class and representative wage and hour action brought by Plaintiff Jordan Keith Helton ("Plaintiff") against Defendants Amee Bay, LLC and Three Saints Bay, LLC on behalf of Defendants' current and former non-exempt employees. By way of this Motion, Plaintiff seeks preliminary approval of a non-reversionary Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Agreement")0F[1] which, if approved by the Court, will resolve the Action in its entirety. The key terms of the Agreement are as follows:

- Size of the Class: approximately 153 individuals.
- Total Settlement Amount: $500,000.00, exclusive of employer payroll taxes.
- Settlement Administration Costs: estimated not to exceed $6,000.00.
- Requested Class Representative Enhancement Payment: $5,000.00.
- Requested Attorney's Fees and Costs: $175,000.00, plus costs not to exceed $30,000.00.
- PAGA Penalties: $75,000.00, 75% of which will be paid to the LWDA, with the remaining 25% paid to PAGA Group Members.
- Estimated Net Settlement Amount: $209,000.00.
- Average Estimated Individual Class Payment: $1,366.01.
- Average Estimated Individual PAGA Payment: $203.80.

As set forth herein, the Agreement is the product of informed discovery, arms-length negotiations by experienced counsel, and provides a fair, adequate, and reasonable recovery for the Class. Plaintiff therefore respectfully requests that the Court enter an order granting preliminary approval of the proposed Settlement.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendants are providers of engineering and technical services, such as hull, mechanical and electrical services, ship modernization and repair, and dry ice cleaning. (Minne Decl., ¶ 3.) Plaintiff is a former non-exempt, hourly-paid employee of Defendants who was employed by Defendants as a

[1] The Joint Stipulation of Class Action and PAGA Settlement is attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Minne Decl.").

Combat Systems Alignment Technician from approximately August 2018 to July 2021. (Minne Decl., ¶ 4; Declaration of Jordan Keith Helton ["Helton Decl."], ¶ 3.)

On April 20, 2022, Plaintiff provided written notice to Defendant and the California Labor & Workforce Development Agency ("LWDA") of his intent to seek civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code sections 2698, et seq. ("PAGA"). The LWDA did not respond to Plaintiff's PAGA Notice. (Minne Decl., ¶ 5, Exh. 2.)

On April 12, 2022, Plaintiff filed a putative class action complaint against Defendant entitled *Jordan Keith Helton v. Amee Bay, LLC, et al.* (San Diego County Superior Court Case No. 37-2022-00027268-CU-OE-CTL, hereinafter the "Class Action"). The Complaint in the Class Action alleged the following causes of action: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime Wages); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business and Professions Code §§ 17200, et seq. (*Id.*, ¶ 6.)

On April 12, 2022, after fully exhausting PAGA's 65-day notice period, Plaintiff also filed a separate representative PAGA action complaint against Defendant entitled *Jordan Keith Helton v. Amee Bay, LLC, et al.* (San Diego County Superior Court Case No. 37-2022-00027280-CU-OE-CTL, hereinafter the "PAGA Action"). The Complaint in the PAGA Action alleged a single cause of action seeking enforcement of California Labor Code §§ 2698, et seq. ("PAGA), predicated on Defendants' alleged violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and the IWC Wage Orders.[2] (*Id.*, ¶ 7.)

[2] The Class Action and the PAGA Action are collectively referred to herein as the "Actions".

On August 31, 2022, Defendants removed both the Class Action and the PAGA to the United States District Court, Southern District of California. (*Id.*, ¶ 8.) On September 30, 2022, Plaintiff filed Motions to Remand in both the Class Action and the PAGA Action. (*Id.*, ¶ 9.) On October 21, 2022, the Parties filed stipulations to remand both the Class Action and PAGA Action to the San Diego County Superior Court. An Order Remanding the PAGA Action was entered on October 25, 2022. An Order Remanding the PAGA Action was entered on October 26, 2022. (*Id.*, ¶ 10.)

On November 28, 2022, Defendants filed their Answers in both the Class Action and the PAGA Action. (*Id.*, ¶ 11.)

After the Actions were initiated, Plaintiff's Counsel met and conferred with Defendants' counsel regarding the potential for resolution of the Action. (*Id.*, ¶ 12.) Pursuant to these discussions, the Parties agreed to exchange informal discovery, engage in private mediation, and stay formal discovery. (*Id.*)

Per the Parties' agreement, Defendants provided Plaintiff's Counsel with extensive informal discovery prior to mediation, which included a representative sampling of Class Members' time and payroll records. (*Id.*, ¶ 13.) The sampling was randomly selected and included employees across the Class Period. (*Id.*) Defendants also provided Plaintiff's Counsel with all versions of Defendants' employee handbooks in use during the Class Period and other documents evidencing its relevant wage and hour policies and procedures. (*Id.*) Finally, Defendants provided Plaintiff's Counsel with key data points regarding the size and composition of the Class, such as the number of Class Members and PAGA Group Members (including the number of current versus former employees. (*Id.*)

Prior to mediation, Plaintiff's Counsel thoroughly reviewed the informal discovery produced by Defendants, which included consulting with a data analyst to analyze Class Members' time and payroll records. (*Id.,* ¶ 14.) Plaintiff's Counsel also engaged in further independent investigation, and conducted further legal research regarding the merits of Plaintiff's claims and Defendants' potential defenses thereto. (*Id.*) Based on this investigation and informal discovery, Plaintiff's Counsel prepared a detailed and informed assessment of Defendants' potential liability in advance of mediation. (*Id.*) Plaintiff's Counsel also prepared a detailed brief addressing Plaintiff's claims and Defendants' anticipated defenses, and provided their analysis to the mediator for his consideration. (*Id.*)

After completing a thorough investigation and analysis of Plaintiff's claims, on May 8, 2023, the Parties attended a private mediation with Steven Rottman, Esq., a neutral and respected mediator with extensive experience in complex wage and hour matters. (*Id*., ¶ 15.) The Parties engaged in a full day of settlement discussions, during which they debated their respective positions and exchanged views regarding the strengths and weaknesses of their claims and defenses. (*Id*.) The settlement discussions were at all times at arm's length and, although conducted with appropriate professional decorum, were adversarial. (*Id*.) Plaintiff and Plaintiff's Counsel went into mediation willing to explore the potential for a settlement of the Action, but were also prepared to litigate Plaintiff's claims through class certification, trial, and appeal if a settlement was not reached. (*Id*.) Arriving at a settlement that was acceptable to the Parties was not easy, and the Parties vigorously advanced their respective positions throughout the settlement negotiations. After engaging in a full day of negotiations, the Parties were unable to reach an agreement to resolve this Action. However, after engaging in further arms-length negotiations with the assistance of the mediator, the Parties ultimately agreed to resolve this matter via a mediator's proposal on or about May 16, 2023. A memorandum of understanding reflecting the terms of the mediator's proposal was executed on or about September 14, 2023. (*Id*.)

In order to facilitate global settlement approval proceedings, on March 14, 2025, the Parties filed a stipulation to consolidate the Actions. On March 18, 2025, the Court consolidated the Actions and designated the Class Action as the lead case. (*Id*., ¶ 16.)

On or about October 17, 2025, after further negotiations, the Parties fully executed a long form Joint Stipulation of Class Action and PAGA Settlement. (*Id*., ¶ 17, Exh. 1.)

III. SUMMARY OF THE SETTLEMENT TERMS

A. Definition of the Proposed Class and PAGA Group Members.

For purposes of Settlement only, the Parties have agreed to certify the following class: "[A]ll current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the Class Period." (Minne Decl., ¶ 19; Agreement, ¶¶¶ I.C, IV.A.) The Class Period commences on July 12, 2018, and ends on either May 3, 2023, or the date on which the total Workweeks worked by the Class reaches 9,736, whichever date is earlier. (Minne Decl., ¶ 19; Agreement, ¶¶ I.D, VIII.B.) There are approximately 153 Class Members. (Minne Decl., ¶ 20.)

The Settlement also includes a subgroup of "PAGA Group Members" which consists of all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the PAGA Period. (Minne Decl., ¶ 21; Agreement, ¶ I.M.) The PAGA Period commences on April 20, 2021, and ends on either May 3, 2023, or the date on which the total Workweeks worked by the Class reaches 9,736, whichever date is earlier. (Minne Decl., ¶ 22; Agreement, ¶ I.O.) There are approximately 92 PAGA Group Members. (Minne Decl., ¶ 22.)

B. Total Settlement Amount

The Parties have agreed to settle the Class and PAGA claims at issue for the Total Settlement Amount of $500,000.00. (Minne Decl., ¶ 23; Agreement, ¶¶ I.U, VIII.A.) The Total Settlement Amount is non-reversionary, and does <u>not</u> include employer-side payroll taxes, which shall be separately paid by Defendants. (Agreement, ¶¶ VIII.A, XVI.F.) The Total Settlement Amount shall be allocated as follows:

- Attorneys' Fees to Plaintiff's Counsel in the amount of 35% of the Total Settlement Amount (i.e., $175,000.00). (Minne Decl., ¶ 24; Agreement, ¶¶ XIV.)
- Reimbursement of Plaintiff's Counsel's actual litigation costs and expenses, not to exceed $30,000.00. (*Id.*)
- Class Representative Enhancement Payment of $5,000.00 Plaintiff. (Minne Decl., ¶ 24; Agreement, ¶ XV.)
- Settlement Administration Costs not to exceed $6,000.00. (Minne Decl., ¶ 24; Agreement, ¶¶ I.A, IX.)
- PAGA Penalties in the amount of $75,000.00, 75% of which shall be allocated to the LWDA, and 25% of which shall be distributed to PAGA Group Members. (Minne Decl., ¶ 24; Agreement, ¶¶ I.N, XVII.)

The Total Settlement Amount, less the payments listed above, shall be the "Net Settlement Amount", which shall be distributed to Settlement Class Members as Individual Class Payments on a pro rata basis according to the number of workweeks worked during the Class Period. (Minne Decl.,

¶¶ 25-27; Agreement, ¶¶ I.J, XII.A.1 – XII.A.3.) Individual Class Payments shall be allocated as 20% wages subject to all applicable tax withholdings and 80% penalties, interest, and non-wage damages. (Minne Decl., ¶ 28; Agreement, ¶ XVI.C) The Net Settlement Amount is currently estimated to be approximately $209,000.00. (Minne Decl., ¶ 25; Agreement, ¶ I.L.) It is further estimated that Class Members will receive an average Individual Class Payment of $1,366.01. (Minne Decl., ¶ 29.)

In addition to the Individual Class Payments from the Net Settlement Amount, PAGA Group Members shall receive a pro-rata share of the 25% portion of PAGA Penalties allocated for distribution to PAGA Group Members. (Minne Decl., ¶ 29; Agreement, ¶ I.I, XVII.) The estimated average Individual PAGA Payment to PAGA Group Members is $203.80. (Minne Decl., ¶ 29.)

The Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Award under the terms of the Settlement Agreement. (Minne Decl., ¶ 330; Agreement, ¶¶ IX.) All payments owed under the Settlement shall be disbursed within 10 calendar days of the funding of the Total Settlement Amount. (Minne Decl., ¶ 30; Agreement, ¶ XII.D.1.) If an Individual Class Payment check or Individual PAGA Payment check remains uncashed after one hundred eighty (180) days from the initial mailing, the Settlement Administrator shall transfer the value of the uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member or PAGA Member. (Minne Decl., ¶ 30, Agreement, ¶ XII.D.3.) As such, no "unpaid residue" under California Code of Civil Procedure §384 will result from the Settlement. (Minne Decl., ¶ 30.)

C. Release of Class and PAGA Claims.

Upon the Effective Date and funding of the Total Settlement Amount and all employer payroll taxes, Plaintiff, Settlement Class Members[3], and PAGA Group Members shall be deemed to have released their respective Released Claims against the Released Parties. (Agreement, ¶¶ VII.A, VII.B.) The scope of the release is narrowly tailored to release claims based on facts alleged in Class Action, depending on whether Class Members elect to opt-out of the Settlement.) In addition to the release of claims made by all Settlement Class Members and PAGA Group Members, Plaintiff, in his individual

[3] "Settlement Class Members" is defined as those Class Members who do not submit a timely and valid Request for Exclusion. (Agreement, ¶ T.)

capacity, agrees to a general release of all claims against Defendants. (*Id.,* ¶ VII.C.)

After conducting diligent investigation and research, Plaintiff's Counsel are unaware of any other class, representative, or collective actions pending in any other court that assert claims that are similar to those asserted in this Action. (Minne Decl., ¶ 66.)

D. The Settlement Administrator

The Parties have selected ILYM Group, Inc. to administer the Settlement. (Minne Decl., ¶ 31; Agreement, ¶ I.S.)[4] ILYM Group, Inc. has extensive experience in administering class action and PAGA settlements, and has procedures in place to protect the security of class data as well as adequate insurance for errors and omissions. (Declaration of Lisa Mullins ["Mullins Decl."], ¶ 2, Exh. A-B.) The Parties and their counsel do not have any financial interest in ILYM Group, Inc. that would create a conflict of interest. (Agreement, ¶ I.S; Minne Decl., ¶ 64; Mullins Decl., ¶ 3.)

IV. THE COURT SHOULD GRANT PRELIMINARY APPROVAL.

A. Standard of Review for Preliminary Approval

The review and approval of a proposed class action settlement involves a two-step process. *See* Cal. Rules of Court, Rule 3.769(c). First, counsel submit the proposed terms of settlement and the Court makes a preliminary assessment of whether the settlement appears to be sufficiently within the range of a fair settlement to justify providing notice of the proposed settlement to class members. Second, after notice is provided to the class, the Court must conduct a second inquiry into whether the proposed settlement is fair, reasonable and adequate. *Id.*

The initial evaluation of a settlement at preliminary approval "is not a fairness hearing." *Armstrong v. Bd. of Sch. Directors of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980), overruled on other grounds by *Felzen v. Andreas,* 134 F.3d 873, 875 (7th Cir. 1998). Rather, the limited purpose of this initial inquiry is to determine, at a threshold level, whether the proposed settlement is within the range of possible approval and, as a result, "whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing." *Id.* As set forth below, the

---

[4] Plaintiff's Counsel also obtained administration estimates from Apex Class Action, LLC and Phoenix Settlement Administrators. ILYM Group, Inc. was ultimately selected as the Settlement Administrator because it provided the lowest estimate and, consequently, would result in the highest net recovery by Settlement Class Members. (Minne Decl., ¶ 31, Exh. 3.)

Settlement is within the range of possible approval. Accordingly, preliminary approval should be granted.

B. The Settlement is Entitled to a Presumption of Fairness.

California Courts recognize that a presumption of fairness exists where: (1) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. *In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 723 (2006); *7-Eleven Owners for Fair Franchising v. Southland Corp*., 85 Cal.App.4th 1135, 1146 (2000). Because the proposed Settlement was reached through arm's-length negotiations based on sufficient investigation and discovery by qualified counsel, it is entitled to a presumption of fairness.2F[5]

1. <u>The Proposed Settlement Was Reached Through Arm's Length Bargaining.</u>

The Settlement was reached following a full day of mediation with Steven Rottman, a highly respected mediator with extensive experience in complex wage and hour litigation. (Minne Decl., ¶ 15.) The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. (*Id.*) The Parties went into settlement discussions willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate its position through class certification, trial, and appeal if a settlement was not reached. (*Id.*) Arriving at a settlement that was acceptable to the Parties was not easy, and the Parties vigorously advanced their respective positions throughout the settlement negotiations. (*Id.*) After engaging in a full day of negotiations, the Parties were unable to reach an agreement to resolve this Action. However, the mediator continued to facilitate further arms-length negotiations between the Parties, which ultimately culminated in the acceptance of a mediator's proposal on or about May 16, 2023. A memorandum of understanding reflecting the terms of the mediator's proposal was executed on or about September 14, 2023. (*Id.*)

The proposed Settlement was reached at the end of a process that was neither fraudulent nor collusive. (Minne Decl., ¶¶ 15, 18.) To the contrary, counsel for the Parties advanced their respective

[5] At preliminary approval, the fourth factor – the percentage of objectors – is not applicable, as notice has not yet been provided to the Class and Class Members have not yet had an opportunity to object to the Settlement.

positions throughout the settlement negotiations. (*Id.* see also Declaration of Selena Matavosian ["Matavosian Decl."], ¶¶ 7-11.)

2. Plaintiff and His Counsel Conducted Sufficient Investigation and Discovery to Allow the Court and the Parties to Act Intelligently.

Courts typically assess the status of discovery in determining whether a proposed class action settlement is fair, reasonable, and adequate. *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). As detailed above, prior to reaching the Settlement, Plaintiff's Counsel obtained extensive informal discovery before the mediation, which included: a representative sampling of Class Members' time and payroll documents; the employee handbooks and other documents evidencing Defendants' relevant wage and hour policies and procedures; and key data points regarding the putative class. (Minne Decl., ¶ 13.) Plaintiff's Counsel thoroughly reviewed this informal discovery prior to mediation, which included consulting with a data analyst to fully analyze Class Members' time and payroll records for potential wage and hour violations. (*Id.*, ¶ 14.) Plaintiff's Counsel also conducted further independent investigation, and researched Plaintiff's claims and Defendants' defenses thereto. (*Id.*) Based on this investigation, Plaintiff's Counsel prepared a detailed assessment of Defendants' potential liability, and extensively briefed the strengths and weaknesses of Plaintiff's claims and Defendants' anticipated defenses prior to mediation. Thus, Plaintiff's Counsel was able to act intelligently and effectively in negotiating the proposed Settlement. (*Id.*; see also Matavosian Decl., ¶¶ 7-11.)

3. Plaintiff's Counsel are Experienced in Class Action Litigation.

The settlement negotiations were conducted by highly capable and experienced counsel. Plaintiff's Counsel are respected members of the bar with strong records of effective advocacy for their clients, and are experienced in handling complex wage-and-hour class action litigation. (Minne Decl., ¶¶ 57-63; Matavosian Decl., ¶¶ 2-6.) Although Plaintiff and his counsel were prepared to litigate the claims in this action, they support the proposed Settlement as being in the best interests of the Class Members. (Minne Decl., ¶ 53; Matavosian Decl., ¶ 13; Helton Decl., ¶ 8.)

///

///

C. The Settlement is Fair, Adequate, and Reasonable in Light of the Parties' Respective Positions and Risks of Continued Litigation

A settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable. *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 246, 250 (2001). In evaluating the reasonableness of a settlement, a trial court must consider "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008).

Plaintiff's Counsel have carefully considered Plaintiff's claims and analyzed class-wide violation rates. Based on information gathered by Plaintiff's Counsel, including calculations of Defendants' maximum potential liability and the risks associated with continued litigation, Plaintiff's Counsel have determined that the proposed Settlement is fair, adequate, and reasonable. (Minne Decl., ¶¶ 32-53.)

a. <u>Defendants' Maximum Potential Exposure.</u>

Based on information gathered through discovery, Plaintiff's Counsel estimated that if all class claims were adjudicated in favor of the Class, Defendants' maximum potential liability for the Class claims is $4,034,980.00. (*Id.*, ¶ 32.) This estimate can be broken down by claim as follows: $477,900.00 in unpaid minimum wages and overtime compensation due to off-the-clock work; $1,593,000.00 in unpaid meal period premiums; $796,500.00 in unpaid rest period premiums; $88,500.00 in unreimbursed business expenses; $838,080.00 in waiting time penalties under Labor Code § 203; and $241,000.00 in statutory wage statement penalties under Labor Code § 226(e). (*Id.*, ¶¶ 32-39.)[6]

---

[6] Penalties associated with violations of Labor Code §§ 204 and 1174, were not considered as part of the Class analysis, but were instead included in Plaintiff's Counsel's separate calculations regarding Defendant's potential exposure for civil penalties under PAGA. (Minne Decl., ¶ 32.)

In addition to the damages for the Class claims, Plaintiff's Counsel also separately calculated Defendants' potential liability for civil penalties under PAGA to be $1,396,800.00, which can be broken down by violation as follows: $122,800.00 for unpaid overtime; $245,600.00 for unpaid minimum wages; $245,600.00 for meal period violations; $245,600.00 for rest period violations; $245,600.00 for failure to timely pay wages during employment under Labor Code section 204; $46,000.00 for failure to maintain required payroll records under Labor Code section 1174; and $245,600.00 for failure to reimburse business expenses. (*Id.,* ¶ 39.)[7]

b. Strengths and Weaknesses of Plaintiff's Claims and Risks of Continued Litigation.

While Defendants' maximum potential liability is substantial, such calculations assume that Plaintiff fully prevails on all causes of action at every stage of litigation, from class certification through trial and appeals. Defendants vociferously denied liability and proffered several defenses to both class certification and the merits of Plaintiff's claims. While Plaintiff and Plaintiff's Counsel believed that Plaintiff's claims are fundamentally meritorious, they recognized that there is significant risk and uncertainty associated with protracted litigation of this Action. Consideration of the specific risks associated with each of Plaintiff's primary claims factored into the decision to enter into the Settlement at this point of litigation. (Minne Decl., ¶¶ 40-53.)

For example, Plaintiff's minimum wage and overtime claims were based on Plaintiff's allegations that Defendants implemented policies and practices that placed substantial pressure on Class Members to work off-the-clock without compensation. Defendants denied that employees were required to do any work off-the-clock, and that if employees performed such work it was done without Defendants' knowledge. Defendants also argued that individual liability issues predominate, including: (1) whether each employee worked off-the-clock; and (2) whether Defendants knew or should have known about each employee's off-the-clock work. Moreover, given that these claims were based on off-the-clock work not reflected in Defendants' time records, Defendants argued that proving damages at trial would not be manageable. While Plaintiff's Counsel strongly disagreed with

[7] These calculations did not include duplicative penalties that would likely be considered duplicative of statutory penalties recoverable as part of the Plaintiff's Class claims, such as waiting time penalties under Labor Code § 203 and wage statement penalties under Labor Code § 226. (Minne Decl., ¶ 39.)

Defendants' contentions, Plaintiff's Counsel also recognized that certification of the off-the-clock claims is a particularly uncertain proposition due to potential for individualized issues and lack of records. (Minne Decl., ¶ 41.)

Plaintiff also faces with his meal period and rest period claims. Plaintiff contends that Defendants lacked adequate policies informing Class Members of their right to meal and rest periods under California law. Plaintiff further contends that, as a matter of actual practice, Class Members were often required to skip meal and rest periods, to delay meal periods after their fifth hour of work, and to cut their meal and rest periods short, and were not paid premium wages for such violations. At mediation, Defendants asserted that Class Members were provided ample opportunity to take meal and rest periods, and that if Class Members did not take compliant meal and rest periods, it is because they voluntarily chose not to do so. Defendants argued that questions of whether employees had received compliant meal and rest periods, why such meal and rest periods were not taken, and whether such meal and rest periods were voluntarily waived were individualized issues that would bar certification. Defendants also asserted that Class Members worked in a variety of different job positions with different job duties, and that this variation between employees raised highly individualized questions of fact. While Plaintiff's Counsel strongly disagreed with Defendants' arguments and contentions, they recognized there was a risk that the Court could ultimately deny class certification based on concerns regarding manageability and/or individualized issues. Plaintiff's Counsel recognized that rest period claims in particular are inherently difficult to certify and prove, given that an employer has no obligation to maintain records of rest periods. Plaintiff's Counsel also recognized that even if class certification is granted, Plaintiff will be required to oppose attempts to decertify the class, as well as a potential motion for summary judgment. Defendants will also undoubtedly present numerous defenses at trial, including but not limited to arguments that employees voluntarily chose to skip, shorten, or delay meal and periods. (Minne Decl., ¶¶ 42-43.)

Plaintiff further contends that Defendants failed to reimburse Class Members for necessary business expenses, such as use of their personal cell phones. Defendants asserted that Class Members were not required to use their personal cells phones for work. Defendants further asserted that individualized inquiries regarding why a Class Member failed to receive reimbursement for certain expenses would predominate. (Minne Decl., ¶ 44.)

There are also substantial risks attached to Plaintiff's claims for waiting time penalties and wage statement penalties. Such claims are derivative of Plaintiff's primary claims for meal period, rest period, minimum wage and overtime violations. Thus, if certification is denied on the primary claims, these derivative claims would also likely fail. Moreover, even if Plaintiff prevails on the underlying claims, Plaintiff would still be required to show that Defendants' conduct was <u>willful</u> in order to obtain these penalties, a difficult prospect. *See, e.g.*, *Choate v. Celite Corp.*, 215 Cal. App. 4th 1460, 1468 (2013) (holding that "an employer's reasonable, good faith belief that wages are not owed may negate a finding of willfulness"); *Naranjo v. Spectrum Security Services, Inc.*, 15 Cal.5th 1056 (2024) (holding that Cal. Lab. Code § 226 allows for a defense based on good faith belief in compliance). Accordingly, these claims presented significant risk and uncertainty. (Minne Decl., ¶¶ 45.)

Taking into account the specific strengths and weaknesses of each claim, and the unique risks associated therewith, Plaintiff's Counsel estimated that Defendants faced a risk-adjusted liability of $506,720.00 for Plaintiff's Class claims. (Minne Decl., ¶ 46.)

Plaintiff's Counsel also separately contemplated the numerous risks of proceeding with a PAGA claim. First, the same defenses and merits-based risks associated with Plaintiff's direct Labor Code claims are also applicable to a PAGA claim. *See Green v. Lawrence Service Co.,* 2013 U.S. Dist. LEXIS 109270, at *5, fn. 5 (C.D. Cal. 2013) ("whether each PAGA claims succeeds or fails is determined by the merits of the substantive claims on which each is based.") (Minne Decl., ¶ 47.) Defendants would also likely attempt to challenge Plaintiff's fundamental standing as an aggrieved employee. (*Id.*)

Further, although the California Supreme Court has held that PAGA claims may not be stricken based on "manageability" concerns, it left open the possibility that an employer may still attempt to strike PAGA claims if it can be shown that "a trial court's use of case management techniques so abridged the defendant's right to present a defense that its right to due process was violated." *Estrada v. Royalty Carpet Mills, Inc.*, 15 Cal.5th 582, 620 (2024). Thus, the possibility remains that Defendants could attempt to challenge Plaintiff's PAGA claims as violating their due process rights. Moreover, in

2024, PAGA was amended to explicitly grant trial courts discretion to limit the scope of PAGA claims and evidence presented at trial so that claims can be effectively tried. See Cal. Lab. Code § 2699(p). Although the amendment does not retroactively apply to this matter, it still serves to underscore the potential challenges associated with bringing Plaintiff's PAGA claims to trial. (*Id.,* ¶ 48.)

Moreover, even if Plaintiff established liability, Plaintiff's Counsel anticipated there would be significant disputes over the calculation of penalties assessed against Defendants. For instance, Defendants would likely contend that multiple Labor Code violations do not give rise to cumulative penalties, and that instead a single penalty should apply once per pay period, if at all. If this methodology were applied, it would significantly reduce Defendants' exposure for civil penalties. (*Id.*, ¶ 49.) Plaintiff's Counsel also recognized the possibility that the Court to decline to award civil penalties for violations that would be considered entirely derivative of Plaintiff's primary claims. (*Id.*) Indeed, the 2024 amendments to PAGA expressly limit an aggrieved employees' right to recover civil penalties for derivative violations. See Cal. Lab. Code § 2699(i). The Court could also exercise its discretion to find that the imposition of heightened civil penalties was inappropriate, particularly if Plaintiff prevailed on his class claims. Cal. Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1122 (2012).3F[8] (*Id.,* ¶ 50.) Plaintiff's Counsel was cognizant that PAGA is not intended to be compensatory in nature, but is instead intended to facilitate enforcement of California's labor laws by financing state activities and educating and deterring non-compliance. S*ee* Cal. Labor Code § 2699(i); *Arias v. Sup. Ct.*, 46 Cal. 4th 980; *Williams v. Sup. Ct.,* 3 Cal.5th 531, 546 (2017). (Minne Decl., ¶ 51.)

Finally, Plaintiff's Counsel recognized the significant risk and expense generally associated with continued litigation, trial, and possible appeals, all of which would substantially delay and reduce any recovery by the Class Members. Even if Plaintiff prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. In order to prove liability and damages, Plaintiff's Counsel will need to request

[8] *See also, Cotter v. Lyft, Inc.,* 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016) (reducing penalties by 97.5%); *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590, *8-9 (C.D. Cal. 2011) (reducing potential PAGA penalties by over 80 percent); *Magadia v. Wal-Mart Assocs. et al.*, 384 F. Supp. 3d 1058, 1069 (N.D. Cal. 2019)(applying 67% and 80% reductions to PAGA Penalties).

and analyze thousands of pages of documents, and obtain numerous declarations at great expense. Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendants would likely be able to obtain the cooperation of its current employees. Moreover, even if Plaintiff successfully certifies the class on a contested motion and prevails on all claims at trial, possible appeals would substantially delay any recovery by the Class. These risks are all obviated by the Settlement, which if approved by the Court will ensure that class members receive timely relief without the risk of an unfavorable judgment. (Minne Decl., ¶ 52.)

Therefore, after considering the strengths and weaknesses of each claim, and the unique risks associated therewith, the general risks of continued litigation, and the significant costs, expenses, and delay that would result from continued litigation, it is clear that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Class. (Minne Decl., ¶ 53; Matavosian Decl., ¶ 13.) Moreover, the Total Settlement Amount of $500,000.00 falls within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case and the inherent costs and risks associated with class certification, representative adjudication, trial, and/or appeals. (Minne Decl., ¶ 53.)[9]

D. The PAGA Allocation is Reasonable.

The $75,000.00 allocated for penalties under PAGA is fair and reasonable. PAGA is fundamentally not intended to be compensatory in nature, but is instead intended to facilitate enforcement of California's labor laws by financing state activities and educating and deterring non-compliance. *See* Cal. Labor Code § 2699(i); *Arias v. Sup. Ct.*, 46 Cal. 4th 980; *Williams v. Sup. Ct.,* 3 Cal.5th at 546; *Iskanian v. CLS Transp. Los Angeles, LLC,* 59 Cal.4th 348, 379 (2014). Where, as

[9] *See, e.g., Cavazos v. Salas Concrete, Inc.*, 2022 U.S. Dist. LEXIS 132056 (E.D. Cal. 2022)(granting preliminary approval of settlement representing approximately 5.8% of maximum damages); *Ayala v. UPS Supply Chain Solutions, Inc.*, 2021 U.S. Dist. LEXIS 194362 (C.D. Cal. 2021)(granting preliminary approval of settlement representing approximately 7.8% of maximum damages); *Avila v. Cold Spring Granite Co.*, 2017 U.S. Dist. LEXIS 130878 (E.D. Cal 2017) (approving settlement where gross recovery was 11% of the maximum damages); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671 (N.D. Cal. 2015) (granting final approval of settlement amount representing approximately 10% of the maximum); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving settlement representing approximately 8.5% of the maximum damages).

here, the parties reach a substantial class-wide settlement providing employees with monetary compensation for underlying Labor Code violations, many of PAGA's underlying policy objectives are satisfied. Indeed, the $75,000.00 PAGA Payment is well-within the range approved by California courts. *See Nordstrom Comm. Cases,* 186 Cal.App.4th 576, 589 (2010)(finding no abuse of trial court's discretion in approval of release that included PAGA claims but allocated $0 to PAGA penalties); *Alcala v. Meyer Logistics, Inc.,* 2019 WL 4452961, *9 (C.D. Cal. June 17, 2019) (settlement of claims for PAGA penalties representing 1.25% of Total Settlement Amount was reasonable, as it "falls within the zero to two percent range for PAGA claims approved by courts."); *In re M.L. Stern Overtime Litig*., 2009 WL 995864, *1 (S.D. Cal. Apr. 13, 2009) (approving PAGA settlement of 2%); *Hopson v. Hanesbrands, Inc.,* 2008 WL 3385452, *1 (S.D. Cal. Apr. 13, 2009) (approving PAGA settlement of 0.3%). (Minne Decl., ¶ 55.)

V. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED.

Code of Civil Procedure § 382 provides that three basic requirements must be met in order to sustain any class action: (1) there must be an ascertainable class; (2) there must be a well-defined community of interest in the question of law or fact affecting the parties to be represented; and (3) certification will provide substantial benefits to litigants and the courts, i.e., proceeding as a class is superior to other methods. *Fireside Bank v. Superior Court,* 40 Cal.4th 1069, 1089 (2007); *see also Sav-On Drug Stores, Inc. v. Superior Court,* 34 Cal.4th 319, 326 (2004). Courts utilize a less stringent standard for class certification during settlement. *Global Minerals & Metals Corp. v. Superior Court*, 113 Cal.App.4th 836, 859 (2003). The reason: "no trial is anticipated in a settlement class case, so the case management issues inherent in the ascertainable class determination need not be confronted." *Id.*

As demonstrated below, all three requirements for certification of the Class as defined by the Settlement are satisfied. Furthermore, Defendants have stipulated to certification of the proposed Class for settlement purposes only. (Agreement, ¶ IV.A.)

A. There is an Ascertainable Class.

Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of the class, and (3) the means of identifying the class members. *See Miller v. Woods*, 148 Cal.App.3d 862, 873 (1983). In this case, all three considerations strongly favor class certification. Here, the Class is defined as all current and former hourly-paid, non-exempt employees of Defendants who were employed by Defendant at any time from July 12, 2018, to the earlier of either May 3, 2023 or the date on which the total Workweeks worked by the Class reaches 9,736. (Agreement, ¶¶ I.D, VII.B.) This provides a clear and definite scope for the proposed class.

Next, the class is sufficiently numerous. There is no magic number that satisfies the numerosity requirement. Under the Federal Rules, the minimum number of a class is 100 individuals. Under California law, that number is significantly less. *See e.g., Rose v. City of Haywood*, 126 Cal.App.3d 926, 934 (1981) (holding 42 class members sufficient to satisfy numerosity); *Bowles v. Superior Court*, 44 Cal.2d 574 (1955) (class with 10 members sufficiently numerous). Here, the estimated Class size of 153 individuals plainly favors class certification. (Minne Decl., ¶ 20.)

Finally, the question whether class members are easily identifiable turns on whether a plaintiff can establish "the existence of an ascertainable class." *Daar v. Yellow Cab Co.*, 67 Cal. 2d 695, 706 (1967). The existence of an ascertainable class in this case can be established through Defendants' payroll records, and the class definition is sufficiently specific to enable the parties, potential Class Members and the Court to determine the parameters of the Class.

B. The Class Shares a Well-Defined Community of Interest.

The community of interest requirement embodies three factors: (1) predominant questions of law and fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class. *Dunk*, 48 Cal.App.4th at 1806. This case satisfies all three requirements.

1. <u>Common Issues of Law and Fact Predominate.</u>

The commonality criterion requires the existence of common question of law or fact and is generally established with the issues of predominance and typicality. *See Daar*, 67 Cal.2d 695, 706. What is required is that a common question of fact or law exists which predominates over issues unique to individual plaintiffs. The existence of individual issues or facts—generally present in any case arising from employment—is not a bar to class certification as long as they do not render class litigation unmanageable or predominate over the common issues. *See B.W.I. Custom Kitchen v. Owens-Illinois, Inc.*, 191 Cal.App.3d 1341, 1354 (1987).

Here, Plaintiff's claims present sufficient common issues of law and fact that predominate and warrant class certification. Plaintiff alleges that Defendants prohibited employees from taking compliant meal and rest periods, required Class Members to perform work off-the-clock, and required Class Members to pay for work-related expenses out of pocket. These policies and practices meant that Defendants failed to pay required meal period premiums, minimum wages, and overtime wages, failed to reimburse necessary business expenses, and other related claims. Plaintiff alleges that Defendants' policies and practices were uniform as to all Class Members. Thus, class treatment is appropriate.

2. Plaintiff's Claims are Typical of the Class.

To satisfy the typicality requirement, California law does not require that Plaintiff has claims identical to the other class members. Rather, the test of typicality for a class representative is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiff, and whether other class members have been injured by the same course of conduct. *See Seastrom v. Neways, Inc.*, 149 Cal.App.4th 1496, 1502 (2007). The typicality requirement for a class representative refers to the nature of the claim or defense of the representative, and not to the specific facts from which it arose or the relief sought. *See Id*.

Here, Plaintiff alleges that his claims are based on the same legal theories, arise out of the same unlawful policies and practices, and seek the same relief. Because Plaintiff's claims are based on the same alleged conduct and business practices as the claims of the other Class Members, the typicality requirement is satisfied.

3. Plaintiff and His Counsel Will Fairly and Adequately Represent the Class.

The question of adequacy of representation "depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiff's interest are not antagonistic to the interests of the class." *McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976). Here, these considerations are satisfied. Plaintiff's Counsel are well-regarded and accomplished lawyers who are qualified and experienced in employment-related, class-action litigation, and who do not have any conflicts of interest which would impede their representation of the Class. (Minne Decl., ¶¶ 57-66; Matavosian Decl., ¶¶ 2-6.) Furthermore, because Plaintiff's claims are typical of those of other Class

Members, and are not based on unique circumstances that might jeopardize the claims of the class, there is no antagonism of interests between Plaintiff and the Class. Plaintiff is also fully aware of his duties as a class representative, and will vigorously and adequately represent the interests of the Class. (Helton Decl., ¶¶ 4-10.) Therefore, the adequacy requirement is satisfied.

C. A Class Action is Superior to a Multiplicity of Litigation.

Under the circumstances, proceeding as a class action is a superior means of resolving this dispute, as the Class Members and the court will derive substantial benefits. Class certification would serve as the only means to deter and redress the alleged violations. *See Linder v. Thrifty Oil Co.*, 23 Cal.4th 429, 434 (2000) (relevant considerations include the probability that each class member will come forward to prove her or her separate claim and whether the class approach would actually serve to deter and redress the alleged wrongdoing). Further, individual actions arising out of the same operative facts would unduly burden the courts and could result in inconsistent results. Therefore, class action proceedings are superior to individual litigation.

VI. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE.

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal, Inc.*, 82 Cal.App.4th 19, 41 (2000). California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. *Id*. at 47. In cases where class members present claims against a common fund and the defendant agrees an award of attorney's fees based on a percentage of the fund as part of the settlement, use of the percentage method is appropriate. *Id.* at 32.

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. *Newberg on Class Actions,* § 14.03 (4th Ed.); *see also In re Ampicillin Antitrust Litig.,* 526 F.Supp. 494 (D.D.C. 1981) (awarding attorneys' fees in the amount of 45% of the $7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve class action attorneys' fee awards averaging around one-third of the recovery. *In re Consumer Privacy Cases*, 175 Cal.App.4th 545, 558 at n.13 (2009); *Chavez v.*

Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions.)

Here, the requested attorneys' fees of $175,000.00, which is 35% of the common fund, is disclosed to Class Members in the proposed Notice of Class Action Settlement. (Agreement, Exh. A.) The requested fee was freely negotiated, is common in the legal marketplace, and is not opposed by Defendants. The Motion for Final Approval will elaborate on the nature of the legal services provided and will also support Plaintiff's counsel's request for the reimbursement of litigation costs not to exceed $30,000.00 (Minne Decl., ¶ 56.)

VII. THE PROPOSED ENHANCEMENT PAYMENT IS REASONABLE.

Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation "for the expense or risk they have incurred in conferring a benefit on other members of the class." *Munoz v. BCI Coca-Cola Bottling Co.*,186 Cal.App.4th 399, 412 (2010). Courts routinely grant approval of class action settlement agreements containing enhancements for the class representative, which are necessary to provide incentive to represent the class and are appropriate given the benefit the class representatives help to bring about for the class. S*ee Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294, 299 (N.D. Cal. 1995) (approving $50,000.00 enhancement); *In re Online DVD Rental*, 779 F.3d 934, 947-948 (9th Cir. 2014) (approving incentive award 417 times larger than individual payments where incentive award made up a mere .17% of the settlement); *Gaudin v. Saxon Mortgage Servs., Inc.*, 2015 WL 7454183, at *10 (N.D. Cal. Nov. 23, 2015) (finding service award of $15,000 to be "fair and reasonable"); *Miller v. CEVA Logistics USA, Inc.,* 2015 WL 4730176, at * 9 (E.D. Cal. Aug. 10, 2015)(approving service award of $15,000 to each plaintiff); *Glass v. UBS Financial Services, Inc.*, 2007 WL 221862 at *16 (N.D. Cal. 2007) (approving payments of $25,000 to each named plaintiff); *In re Heritage Bond Litigation*, 2005 WL 1594403 at *18 (C.D. Cal. 2005) (awarding incentive payments between $5,000 and $18,000).

Plaintiff initiated this litigation on behalf of his former co-workers who can now collect monetary payment from the Settlement. Plaintiff invested substantial time and effort into litigation including his own research, reviewing documents, and extensive discussions with Plaintiff's Counsel. (Helton Decl., ¶¶ 4-10.) Further, the requested Enhancement Payment is extremely reasonable given the benefit gained by other Class Members. The requested Enhancement Payment of $5,000.00 is also disclosed to Class Members in the Class Notice. (Agreement, Exh. A.) For these reasons, Plaintiff requests that the Enhancement Payment of $5,000.00 be preliminarily approved by the Court. (Minne Decl., ¶ 55; Matavosian Decl., ¶ 12; Helton Decl., ¶ 11.)

VIII. THE PROPOSED CLASS NOTICE, AND OPT-OUT AND OBJECTION PROCEDURES SATISFY DUE PROCESS REQUIREMENTS

"The principal purpose of notice to the class is the protection of the integrity of the class action process." *Cartt v. Superior Court* , 50 Cal.App.3d 960, 970 (1975). The notice "'must fairly apprise the class members of the terms of the proposed compromise and of the options open to the dissenting class members.'" *Wershba v. Apple Computer, Inc.,* 91 Cal.App.4th 224, 251 (2001). Additionally, the notice given should have a reasonable chance of reaching a substantial percentage of the class members. *Cartt*, 50 Cal.App.3d at 974.

The Parties have jointly drafted a Notice of Class Action Settlement ("Class Notice") which will be sent to Class Members. (Agreement, Exh. A). The Class Notice describes the nature of the lawsuit, the key terms of the Settlement, the scope of the Released Class Claims and Released PAGA Claims, Class Members' estimated Individual Settlement Payment and Individual PAGA Payment, Class Members' total workweeks during the Class Period, and PAGA Group Members' total workweeks during the PAGA Period. (Agreement, Exh. A.) The Class Notice also informs Class Members how to opt-out of the Settlement, object to the Settlement, and challenge their reported workweeks. (*Id.*) The Class Notice will indicate that the Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable, and a final determination of such issues will be made at the final hearing. (*Id.*) The Class Notice also includes instructions on how to obtain all relevant Settlement documents (including the contact information for Plaintiff's Counsel, a URL to a website maintained by the Administrator containing the key documents related to the Settlement, and a URL to the Court's public online portal), and informs Class Members of their right to attend the final approval hearing. (*Id.*).

No later than 21 calendar days after the Court grants Preliminary Approval of the Settlement, Defendants shall provide the Administrator with the Class List containing all Class Members' full names, last known addresses, last known telephone numbers, number of Workweeks during the Class Period, number of Workweeks during the PAGA Period, social security numbers, and last known email addresses. (*Id.,* ¶ X.A.1.) No later than 10 calendar days after receiving the Class List from Defendant, the Administrator shall mail copies of the Class Notice to all Class Members via regular First Class U.S. Mail. (*Id.,* ¶ X.A.2.) Before mailing the Class Notice to Class Members, the Administrator shall perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. (*Id.*, ¶ *Id.*)

If any Class Notice is returned as undeliverable, the Administrator shall promptly re-mail such returned Class Notices to the forwarding address provided by the USPS. (*Id.*, ¶ X.A.4..) If no forwarding address is provided, the Administrator shall perform a skip trace in an attempt to locate an address, and re-mail the Class Notice to the most current address obtained. (*Id.*) Class Members shall have 60 calendar days after the mailing of the Class Notice to submit request for exclusions, objections, or workweek disputes. (*Id.,* ¶¶ X.A.5.) Further, Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have an additional 15 calendar days to submit an Objection, Request for Exclusion, or Workweek Dispute. (*Id.*)

Direct mail notice to Class Members' last known addresses is the best possible notice under the circumstances. *See Mullane v. Central Hanover Bank & Trust Co.,* 339 U.S. 306, 319 (1950); *Eisen v. Carlisle & Jacquelin,* 417 U.S. 156, 173-176 (1974). Furthermore, the Class Notice comports with the requirements of California Rules of Court, Rules 3.769 and 3.766. Pursuant to Rule 3.769(f), the class notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and arranging to appear at the hearing and state objections to the proposed settlement. Cal. R. Ct. 3.769(f). Rule 3.766 further requires that the class notice include (1) a brief explanation of the case, including the basic contentions and denials of the parties; (2) a procedure for the class member to follow in requesting exclusion, and a statement that the Court will exclude the Class Member from the Class if he or she so requests by the specified deadline; (3) a statement that the judgment, whether favorable or not, will bind all class members who do not request exclusion; and (4) a statement that any Class Member who does not request exclusion may, if the class member so desires, object and enter an appearance through counsel. The proposed

Class Notice satisfies each of these requirements. *See* Agreement, Exh. A.

Accordingly, Plaintiff respectfully requests that the Court appoint ILYM Group, Inc. as the Settlement Administrator and direct the mailing of the Class Notice to the Class Members in the manner outlined and based on the proposed deadlines set forth in the Agreement.

IX. CONCLUSION

For the reasons set forth above, Plaintiff respectfully requests that the Court: (1) grant Preliminary Approval of the Settlement; (2) approve the Class Notice and plan for distribution of the Class Notice; (3) provisionally certify the Class for settlement purposes only; and (4) schedule a hearing on Final Approval of the Settlement.

Respectfully submitted,

Dated: November 4, 2025

PARKER & MINNE, LLP

By: ______________________

S. Emi Minne
Attorneys for Plaintiff