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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

MARGARITA RODRIGUEZ-LOPEZ, individually, and on behalf other members of the general public similarly situated; Plaintiff, vs. TORAY ADVANCED COMPOSITES, INC., an unknown business entity; and DOES 1 through 100, inclusive, Defendants.	Case No. 21CV376477 *Consolidated with Case Nos. 21CV386834 & 25CV464181* Honorable Charles F. Adams Department 7 **<u>CLASS ACTION</u>** **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES**
MARGARITA RODRIGUEZ-LOPEZ, individually, and on behalf of aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiff, vs. TORAY ADVANCED COMPOSITES, INC., an unknown business entity; and DOES 1 through 100, inclusive, Defendants.	Date: September 11, 2025 Time: 1:30 p.m. Department: 7 *Rodriguez-Lopez* Class Complaint Filed: February 25, 2021 *Armstrong* Complaint Filed: March 8, 2021 *Rodriguez-Lopez* PAGA Complaint Filed: September 20, 2021

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SADIE ARMSTRONG, individually, and on behalf of aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

TORAY ADVANCED COMPOSITES ADS, LLC, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Matthew J. Matern (SBN 159798)
Dalia Khalili (SBN 253840)
Joshua D. Boxer (SBN 226712)
Hayley M. Davis (SBN 358829)
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Attorneys for Plaintiff Sadie Armstrong

TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on September 11, 2025 at 1:30 p.m., or as soon thereafter as the matter may be heard before the Honorable Charles F. Adams in Department 7 of the Superior Court of the State of California, for the County of Santa Clara, 191 North First Street, San Jose, California 95113, Plaintiff Margarita Rodriguez-Lopez ("Plaintiff Rodriguez-Lopez") and Plaintiff Sadie Armstrong ("Plaintiff Armstrong") (together, "Plaintiffs") will, and hereby does, move for an order:

- Granting preliminary approval of the proposed class action and PAGA settlement described herein and as set forth in the parties' Joint Stipulation of Class Action and PAGA Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 2**" to the Declaration of Yasmin Hosseini in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement;
- Certifying the proposed Class for settlement purposes;
- Appointing Plaintiffs Margarita Rodriguez-Lopez and Sadie Armstrong as Class Representatives;
- Appointing Arby Aiwazian, Elizabeth Parker-Fawley, Yasmin Hosseini, and Ryan Slinger of Lawyers *for* Justice, PC and Matthew J. Matern, Dalia Khalili, Joshua D. Boxer, and Hayley M. Davis of Matern Law Group, PC as Class Counsel;
- Approving the proposed Notice of Class Action Settlement ("Class Notice"), attached as "**EXHIBIT A**" to the [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement, directing the mailing thereof in accordance with the Settlement Agreement;
- Approving the proposed deadlines for the notice and administration process;
- Approving Phoenix Class Action Administration Solutions as the Settlement Administrator; and
- Scheduling a hearing to consider final approval of the Settlement.

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This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which require approval by the Court of the settlement of a putative class action, and Rule 3.1113(e), which allows the Court to preliminarily certify a class for settlement purposes, and permits the Court to extend the page limit for memoranda.

This motion is based upon the following memorandum of points and authorities; the Settlement Agreement; the Declarations of Proposed Class Counsel (Yasmin Hosseini and Dalia Khalili) and Proposed Class Representatives (Margarita Rodriguez-Lopez and Sadie Armstrong) in support thereof; as well as the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: August 19, 2025

LAWYERS *for* JUSTICE, PC

By: ________________________________
Yasmin Hosseini
Attorneys for Plaintiff Margarita Rodriguez-Lopez

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Margarita Rodriguez-Lopez ("Plaintiff Rodriguez-Lopez") and Plaintiff Sadie Armstrong ("Plaintiff Armstrong") (together, "Plaintiffs" or "Class Representatives") seek preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendants Toray Advanced Composites USA, Inc. (erroneously sued as Toray Advanced Composites, Inc.) and Toray Advanced Composites ADS, LLC (together, "Defendants") on the other hand. Subject to approval by the Court, Plaintiffs and Defendants (collectively, the "Parties") have agreed to settle the lawsuit for a Maximum Settlement Amount of One Million One Hundred Eighty-Five Thousand Dollars and Zero Cents ($1,185,000.00).[1] The Maximum Settlement Amount includes the following: (1) Individual Settlement Payments to Settlement Class Members[2]; (2) Enhancement Payments to Plaintiffs in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) to each Plaintiff, for a combined amount of $20,000.00[3]; (3) attorneys' fees in the amount of thirty-five percent (35%) of the Maximum Settlement Amount, or $414,750.00 if the Maximum Settlement Amount remains $1,185,000.00, and reimbursement of any actual litigation costs and expenses not to exceed Fifty Thousand Dollars and Zero Cents ($50,000.00) ("Attorneys' Fees and Costs") to Lawyers *for* Justice, PC and Matern Law Group, PC (together, "Class Counsel")[4]; (4) the Settlement Administration Costs to the Settlement Administrator in the amount estimated to be up to Eleven Thousand Dollars and Zero Cents ($11,000.00);[5] and (5) the amount of One Hundred Seventy-Five Thousand Dollars and Zero Cents ($175,000.00) allocated to resolution of Plaintiffs' Private Attorneys General Act ("PAGA") claim, of which 75% (i.e., $131,250.00) will be distributed to the Labor and Workforce Development Agency ("LWDA") ("LWDA

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[1] Settlement Agreement, attached as "**EXHIBIT 2**" to Declaration of Yasmin Hosseini ("Hosseini Decl."), ¶ 8.v.
[2] *Id.,* ¶ 8.s.
[3] *Id.,* ¶ 13.
[4] *Id.,* ¶ 12.
[5] *Id.*, ¶ 14.

Payment") and 25% (i.e., $43,750.00) ("PAGA Employee Amount") will be distributed to all current and former non-exempt employees employed by Defendants in California at any time during the time period from October 7, 2019, through May 7, 2024 ("PAGA Employees").[6]

Plaintiffs also seek to provisionally certify the following Class for settlement purposes, which Defendants do not oppose:

> All current and former non-exempt employees employed by Defendants in California at any time during the period from February 25, 2017 through May 7, 2024 ("Class" or "Class Members").[7]

Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement ("Settlement Class Member") will receive a *pro rata* share of the Net Settlement Amount ("Individual Settlement Share"). The net payment of each Settlement Class Member's Individual Settlement Share ("Individual Settlement Payment") will be distributed to Settlement Class Members on a *pro rata* basis based upon the number of weeks each Class Member was employed by Defendants as a non-exempt employee in California during the Class Period ("Workweeks").[8]

PAGA Employees will receive a *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number Workweeks each PAGA Employee worked during the PAGA Period.[9]

The Settlement, if granted preliminary and final approval by the Court, will operate to resolve the Released Class Claims of Plaintiffs and Settlement Class Members, and the Released PAGA Claims of Plaintiffs, PAGA Employees, and the State of California, against the Released Parties.[10]

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[6] *Id.,* ¶ 15; "PAGA Period" is defined as the period from October 7, 2019 through May 7, 2024. *See id.*, ¶ 8.cc.

[7] Settlement Agreement, ¶ 8.e.; "Class Period" is defined as the time period from February 25, 2017 through May 7, 2024 *See id.*, ¶ 8.g.

[8] *Id.,* ¶¶ 8.s and 8.oo.

[9] *Id.*, 8.r.

[10] *See id.*, at ¶ 8.gg, for the full scope of the "Released Class Claims;" *See id.*, at ¶ 8.hh, for the full scope of the "Released PAGA Claims" and *id.* at ¶ 8.ii., for the full scope of the "Released Parties."

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II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

On October 7, 2020, Plaintiff Armstrong provided written notice to the LWDA and Defendants of the specific provisions of the California Labor Code that were alleged to be violated ("Armstrong PAGA Notice").[11]

On February 25, 2021, Plaintiff Rodriguez-Lopez commenced the class action lawsuit entitled *Rodriguez-Lopez v. Toray Advanced Composites, Inc.,* in the Superior Court of California for the County of Santa Clara, Case No. 21CV376477 (the "*Rodriguez-Lopez* Class Action"), thereby commencing the above-captioned lawsuit.[12]

On March 8, 2021, Plaintiff Armstrong filed a Complaint for Violation of the California Labor Code Private Attorneys General Act of 2004, thereby commencing a representative action entitled *Armstrong v. Toray Advanced Composites ADS, LLC*, in the Superior Court of California for the County of Solano, Case No. FCS056173 ("*Armstrong* Action").[13]

On July 16, 2021, Plaintiff Rodriguez-Lopez provided written notice to the LWDA and Defendants of the specific provisions of the California Labor Code that were alleged to be violated ("Rodriguez-Lopez PAGA Notice").[14]

On September 20, 2021, Plaintiff Rodriguez-Lopez filed a Complaint for Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.*, thereby commencing a representative action entitled *Rodriguez-Lopez v. Toray Advanced Composites, Inc*., Superior Court of California for the County of Santa Clara, Case No. 21CV386834 (*Rodriguez-Lopez* PAGA Action).[15]

On March 5, 2024, the Parties participated in a full-day mediation conducted by Monique Ngo-Bonnici, Esq., a well-regarded mediator experienced in mediating complex labor and employment matters. With the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Actions in their entirety.[16]

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[11] Hosseini Decl., ¶ 2.
[12] *Id.*, ¶ 3.
[13] *Id.*, ¶ 4.
[14] *Id.*, ¶ 5.
[15] *Id.*, ¶ 6.
[16] *Id.*, ¶ 7.

On November 18, 2024, Judge Christine A. Garringer of Solano County entered an Order transferring the venue of the Armstrong Action to Santa Clara Superior Court and on April 24, 2025, Santa Clara Superior Court filed a Notice of Transfer of Civil Matter in the Armstrong Action updating the Case Number to 25CV464181.[17]

On May 27, 2025 the Court entered an Order to Consolidate the *Rodriguez-Lopez* Class Action, *Rodriguez-Lopez* PAGA Action, and the *Armstrong* Action (collectively, the "Actions"), and name the *Rodriguez-Lopez* Class Action as the lead case for administration and filing purposes.[18]

Plaintiffs' core allegation is that Defendants have violated California wage and hour law, including but not limited to laws set forth in the California Labor Code, by engaging in a uniform practice and procedure, with respect to Plaintiffs, Class Members, and PAGA Employees of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq*. and conduct that gives rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq*.). Plaintiffs contend that they, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees and costs.

Defendants have denied, and continues to deny, any liability and wrongdoing of any kind associated with any of the allegations in the Actions, and further deny that the Actions are appropriate for class treatment or representative adjudication for any purpose other than for settlement purposes only.

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[17] *Id*., ¶ 8.
[18] *Id*., ¶ 9.

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III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendants will pay a Maximum Settlement Amount of $1,185,000.00 to resolve the Actions.[19] Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Maximum Settlement Amount: (1) attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Maximum Settlement Amount (i.e., $414,750.00, if the Maximum Settlement Amount remains $1,185,000.00) and litigation costs and expenses in an amount not to exceed Fifty Thousand Dollars and Zero Cents ($50,000.00) ("Attorneys' Fees and Costs") to Class Counsel; (2) Settlement Administration Costs, which are currently estimated not to exceed Eleven Thousand Dollars and Zero Cents ($11,000.00) to the Settlement Administrator ("Settlement Administration Costs"); (3) PAGA Amount of One Hundred Seventy-Five Thousand Dollars and Zero Cents ($175,000.00) ("PAGA Amount"); and (4) payment in the amount of up to Ten Thousand Dollars and Zero Cents ($10,000.00) to each Plaintiff, in the combined amount of $20,000.00 ("Enhancement Payments").[20] The Parties have agreed to retain Phoenix Class Action Administration Solutions ("Phoenix" or "Settlement Administrator") to handle the notice and settlement administration process.[21]

The Parties have agreed that the Settlement Administrator will determine each Settlement Class Member's share of the available Net Settlement Amount (i.e., Individual Settlement Share"), in accordance with the Settlement Agreement and as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share.[22]

b. After the Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class Period to yield the "Final Workweek Value," and multiply each

[19] Settlement Agreement, ¶ 11.
[20] *Id.*, ¶ 12, 13, 14 and 15.
[21] *Id.*, ¶ 8.ll.
[22] *Id.*, ¶ 16.a.

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Settlement Class Member's individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.[23]

The Parties have agreed that the Settlement Administrator will determine each PAGA Employees' *pro rata* share of the PAGA Employee Amount, in accordance with the Settlement Agreement and as follows:

a. The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks of all PAGA Employees during the PAGA Period to yield the "PAGA Workweek Value," and multiply each PAGA Employee's individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.[24]

The Parties agree, for purposes of this Settlement, that each Individual Settlement Share will be allocated as follows: twenty percent (20%) to wages, for which IRS W-2 Forms shall be issued by the Settlement Administrator, forty percent (40%) penalties, and forty percent (40%) interest and fees, for which IRS 1099 Forms shall be issued by the Settlement Administrator.[25] The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, and will be reported on an IRS Form-1099, if necessary, by the Settlement Administrator.[26] The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares shall be paid on top of and in addition to the Maximum Settlement Amount.[27]

Each Individual Settlement Payment and/or Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original issuance, and thereafter, shall be cancelled.[28] All funds remaining in connection with, and after

[23] *Id.*, ¶ 16.b.
[24] *Id.,* ¶ 17.
[25] *Id.,* ¶ 27.
[26] Ibid.
[27] Id., ¶ 8.n.
[28] *Id.,* ¶ 22.c.

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the cancelation of checks issued to Settlement Class Members and PAGA Employees, shall be paid to the Legal Aid Foundation of Los Angeles ("Proposed *Cy Pres* Recipient").[29]

Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by mail, postmarked on or before the date that is forty-five (45) calendar days from the date of the initial mailing of the Class Notice by the Settlement Administrator ("Response Deadline").[30] A Request for Exclusion must: (a) contain the case name and number of the *Rodriguez-Lopez* Class Action; (b) contain the Class Member's full name, signature, address, telephone number, and the last four (4) digits of the Social Security Number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.[31] All PAGA Employees shall be bound to the PAGA Settlement and will be issued an Individual PAGA Payment, irrespective of whether they exercise their option to opt out of the Class Settlement.[32]

Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) may object to the Class Settlement.[33] To object to the Class Settlement, Settlement Class Members must submit a timely and complete Objection to the Settlement Administrator, by mail, on or before the Response Deadline.[34] An Objection must: (a) contain the case name and number of the *Rodriguez-Lopez* Class Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.[35] The Objection must be

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[29] Ibid.
[30] *Id.,* ¶¶ 23 & 8.kk.
[31] *Id.,* ¶ 8.jj.
[32] *Id.,* ¶ 23.
[33] *Id.*, ¶ 24.
[34] Ibid.
[35] *Id.,* ¶ 8.x.

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signed by the Settlement Class Member and contain all information required by the Settlement Agreement. Settlement Class Members may also present their objection orally at the Final Approval Hearing, irrespective of whether they submit a written Objection.[36]

Class Members and PAGA Employees will have an opportunity to dispute the number of Workweeks to which they have been credited for the Class Period and/or PAGA Period (if applicable), as reflected in their respective Class Notice.[37] In order to dispute Workweeks, Class Members and/or PAGA Employees may submit a written letter to the Administrator that: (a) contain the case name and number of the *Rodriguez-Lopez* Class Action, (b) contain the Class Member and/or PAGA Employee's full name, signature, address, telephone number, and the last four digits of the Social Security Number; (c) clearly state that the Class Member and/or PAGA Employee disputes of the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.[38]

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS

The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). Courts review class action settlements in a two-step process: (1) an earlier conditional review by the court; and (2) a later detailed review after the period during which notice is distributed to class members for their comments or objections. Conte & Newberg, *Newberg on Class Actions* § 11.24 (4th Ed. 2002). Preliminary approval of a settlement does not require a court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage. Cal. R. Ct. 3.769(g).

In considering a potential class settlement, a court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not

[36] *Id.* ¶ 24.
[37] *Id.*, ¶ 21.c.
[38] *Id.*, ¶ 8.pp.

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engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant provisional class certification and preliminary approval; the court may grant such relief upon an informal application by the settling parties and may conduct any necessary hearing in court or in chambers, at the court's discretion. *Newberg,* § 11.25.

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

The trial court has broad powers to determine whether a proposed settlement is fair under the circumstances of the case. *Dunk*, 48 Cal.App.4th 1800. To make this fairness determination, courts must consider several relevant factors, including "the strength of the Plaintiff's 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 view of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Dunk*, 48 Cal.App.4th at 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. Furthermore, courts give "proper deference to the private consensual decision of the parties." *Hanlon*, 150 F.3d at 1027 (citation omitted).

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba*, 91 Cal.App.4th at 245. "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." *Id.*; *Dunk*, 48 Cal.App.4th at 1802; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151.

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A. **The Settlement Resulted from Arm's-Length Negotiations Based Upon Extensive Investigation and Discovery.**

The Parties actively litigated the Actions since the *Rodriguez-Lopez* Class Action commenced on February 25, 2021. Both sides investigated the veracity, strength, and scope of the claims throughout the cases, and Class Counsels were actively preparing the matter for class certification and trial.[39]

Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of a large volume of documents and data produced by Defendants, Plaintiffs, and other sources.[40] Lawyers *for* Justice, PC served multiple sets of formal written discovery requests onto Defendant Toray Advanced Composites, Inc. (specifically, Requests for Production of Documents (Set One), Special Interrogatories (Sets One and Two), Request for Admission (Set One), and Form Interrogatories – General (Set One)) and reviewed Defendant Toray Advanced Composites, Inc.'s responses and supplemental responses thereto.[41] Additionally, Lawyers *for* Justice, PC noticed the deposition of Defendant Toray Advanced Composites, Inc.'s Persons Most Knowledgeable regarding Organizational Structure and took the deposition of Suzanne Farzaneh on May 1, 2024.[42] Lawyers *for* Justice, PC also served Demands for Site Inspections of the Morgan Hill and Fairfield Facilities.[43] The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff Rodriguez-Lopez and other Class Members time and pay data, Defendants' Organizational Structure, Defendants' Timecard Training, multiple iterations of Defendants' Employee Handbook, job description, training record, company policy acknowledgements, Defendants' operations and employment practice, policies, and procedures, among other information and documents.[44] Class Counsels had the opportunity to interview Plaintiffs and other Class Members to gather facts and to

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[39] Hosseini Decl., ¶ 27.
[40] Ibid.
[41] Ibid.
[42] Ibid.
[43] Ibid.
[44] Ibid.

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identify potential witnesses. In addition, Class Counsels have extensive experience in California wage-and-hour class actions.[45]

The Parties have engaged in extensive settlement negotiations and participated in a full-day mediation on March 5, 2024 conducted by Monique Ngo-Bonnici, Esq, a well-respected mediator experienced in mediating complex labor and employment matters.[46] Prior to and during the mediation and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, regular rate of pay, meal and rest periods, PAGA representative claims, and wage-and-hour law and enforcement, the evidence produced and analyzed, and the possibility of appeals.[47] During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.[48] Arriving at a settlement that was acceptable to all Parties was not easy. Both sides felt strongly about their ability to prevail at certification and at trial.[49] After conducting investigations, formal and informal discovery, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation.[50]

B. <u>The Settlement Is Fair, Reasonable, and Adequate.</u>

Th Settlement represents a fair, adequate, and reasonable solution of the matter.[51] The Settlement was calculated using the information and data uncovered during litigation, case investigation, as well as the formal and informal exchange of information.[52] The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the

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[45] *Id.,* ¶¶ 20-24. Declaration of Dalia Khalili ¶¶ 13-27 ("Khalili Decl.").
[46] Hosseini Decl.., ¶ 26.
[47] Ibid.
[48] Ibid.
[49] Ibid.
[50] Ibid.
[51] *Id.*, ¶ 31.
[52] *Id.,* ¶ 27.

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matter at issue. Moreover, considering all of the facts and circumstances of the cases, the Settlement represents a fair, reasonable, and adequate recovery for the Class.[53]

Assuming that the Attorneys' Fees and Costs, Enhancement Payments, PAGA Amount, and Settlement Administration Costs are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Settlement Amount that is currently estimated to be Five Hundred Fourteen Thousand Two Hundred Fifty Dollars and Zero Cents ($514,250.00).[54] Additionally, the *pro rata* share of the PAGA Employee Amount (i.e., Individual PAGA Payment), which is $43,750.00 out of $175,000.00, will be distributed to the PAGA Employees, for their respective portion of the PAGA Amount. The entire Net Settlement Amount will be fully paid out to the Settlement Class Members, in accordance with the Settlement Agreement.

The amount of each Settlement Class Member's Individual Settlement Payment and each PAGA Employees' Individual PAGA Payment will be calculated based on his or her Workweeks during the Class Period and/or PAGA Period.[55] "An allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. Here, the allocation is reasonably related to the number of Workweeks actually worked for Defendants during the relevant period and should be approved.

In light of the foregoing considerations, Class Counsels believe that the Settlement as a whole is fair, reasonable, and adequate, and is in the best interest of the Class Members, PAGA Employees, and the State of California.[56] Although the recommendations of Class Counsels are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, and has experience with this type of litigation, and an

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[53] *Id.*, ¶ 31.
[54] *Id.,* ¶ 11.
[55] Settlement Agreement*,* ¶¶ 16 & 17.
[56] Hosseini Decl., ¶ 31.

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investigation has been completed, as is the case here. *Newberg,* §11.47. Accordingly, the Court should grant preliminary approval of the Settlement.

VI. CERTIFICATION OF THE CLASS IS APPROPRIATE

The requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.[57] California Code of Civil Procedure Section 382 "authorizes class actions when the question is one of a common or general interest, of many persons, or when the Parties are numerous, and it is impracticable to bring them all before the court." *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326. California courts certify class actions where the Plaintiff identifies "both [1] an ascertainable class and [2] a well-defined community of interest among class members." *Id.*

A. The Class Is Ascertainable and Sufficiently Numerous.

"Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be *res judicata*." *Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914. "A class is ascertainable if it identifies a group of unnamed Plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description." *Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828. The proposed Class must also be sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435; *see also Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is not practical at that point). Further, all Class Members can and will be identified by Defendants to the Settlement Administrator through a review of Defendants' employment records regarding non-exempt employees in California during the Class Period. As such, the Class is ascertainable.

B. The Class Members Share a Well-Defined Community of Interest.

The community of interest requirement "embodies three factors: (1) predominant common questions of law or fact; (2) Class Representative with claims or defenses typical of the class; and (3) Class Representative who can adequately represent the class." *Sav-On*, *supra*,

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[57] Settlement Agreement, ¶ 9.

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34 Cal.4th at 326. "[T]he community of interest requirement for certification *does not mandate that class members have uniform or identical claims*." *Capitol People First v. Dep't of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original). Rather, courts focus on the Defendant's internal policies and "pattern and practice . . . in order to assess whether that common behavior toward similarly situated Plaintiff renders class certification appropriate." *Id.* (citing *Sav-On*, *supra*, 34 Cal.4th at 333).

Here, common issues of fact and law predominate as to each of the claims alleged and asserted in the Actions. Based on the documents and information obtained through formal and informal discovery and exchange of information in the cases, Plaintiffs contend that Class Members were subject to the same or similar job duties and uniform operations and employment practices, policies, and procedures during the Class Period, including payroll and recordkeeping practices.[58] As a result, Plaintiffs claim that all of the Class Members were uniformly not paid all compensation due to them from Defendants during the time period at issue. Plaintiffs maintain that the outcome of this litigation would be determined by Defendants' alleged uniform operations and employment policies and procedures that applied across its hourly-paid or non-exempt employees who worked in California during the Class Period.[59]

As members of the Class who were subject to these same policies, practices, and procedures, Plaintiffs' claims are typical of the Class. Moreover, Plaintiffs have no interests adverse to the Class. Plaintiffs have taken steps to initiate and maintain this action and to ensure that it comes to a fair and reasonable resolution.[60] Importantly, Plaintiffs have retained a law firm well-versed in wage and hour class actions, which has at all times represented the best interests of Plaintiffs and the Class.[61]

Accordingly, the proposed Class shares a community of interest, and the Court should certify the Class for settlement purposes only.

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[58] Hosseini Decl., ¶ 18.
[59] Ibid.
[60] *Id.,* ¶ 32.
[61] *Id.,* ¶¶ 20-24. Khalili Decl., ¶¶ 13-27.

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VII. APPOINTMENT OF CLASS COUNSELS AND ALLOCATION FOR ATTORNEYS' FEES & COSTS

Class Counsels have litigated the matter for over four (4) years, and was actively preparing the matter for class certification and trial.[62] The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel reviewed a large volume of documents and data[63] and also interviewed and obtained information from Plaintiffs and other Class Members, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendants' counsel regarding the pleadings and the production of documents and data prior to the mediation. Counsel for the Parties also undertook extensive settlement discussions, which included participating in mediation.

Class Counsels are well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Class.[64]

The Settlement establishes a Maximum Settlement Amount of One Million One Hundred Eighty-Five Thousand Dollars and Zero Cents ($1,185,000.00), and provides for Class Counsel to apply to the Court consisting of attorneys' fees in an amount up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., $414,750.00.00 if the Maximum Settlement Amount remains $1,185,000.00), and reimbursement of actual costs and expenses in an amount up to Fifty Thousand Dollars and Zero Cents ($50,000.00).[65] The attorneys' fees provided for by the Settlement is commensurate with: (1) the risk that Class Counsel took in bringing and litigating the cases, (2) the extensive time, effort and expense that Class Counsel dedicated to the cases, (3) the skill and determination that Class Counsel has shown, (4) the results that Class Counsel has achieved throughout the litigation, (5) the value of the Settlement that Class Counsel has achieved for the Class Members, and (6) the other cases that Class Counsel had to turn down in order to devote its time and efforts to this matter. The proposed Class Notice provides Class

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[62] Hosseini Decl., ¶ 26.
[63] *Id.*, ¶ 27.
[64] *Id.,* ¶¶ 20-24.
[65] Settlement Agreement, ¶ 12.

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Members with information about the amount allocated toward the Attorneys' Fees and Costs, and that an award of the Attorneys' Fees and Costs will be sought, as provided for by the Settlement.[66]

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.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the "experienced trial judge is the best judge of the value of professional services rendered in his court." *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. 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. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 (citing *Lealao*, *supra*, 82 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Id.* at 50.

The California Supreme Court has confirmed the propriety of calculating and awarding attorneys' fees as a percentage of a settlement that has, by litigation, been preserved or recovered for the benefit of others, has been confirmed by the California Supreme Court. *Laffitte*, *supra*, 1 Cal.5th 480 at 486 & 506. The Court has taken the position that "[t]rial courts have discretion to conduct a lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee[,]" and "[t]he percentage of fund method survives in California." *Id*. (internal quotation marks omitted).

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. *Newberg,* § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (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).

[66] *Id.*, Exh. A.

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California courts routinely approve class action attorneys' fee awards "averag[ing] around one-third of the recovery." *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); see also *Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No. BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court Case No. BC263646 (Sept. 2006) (wage and hour).

Class Counsels have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.[67]

Class Counsels will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiffs' motion for final approval of the Settlement and application for the Attorneys' Fees and Costs at the Final Approval Hearing. Considering the work performed and the risks incurred, the attorneys' fees provided for by the Settlement and to be requested by Class Counsel are well within the range of reasonableness.

VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE

California statutory authority and case law vests the Court with broad discretion in fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74. A class notice is adequate if it "present[s] a fair recital of the subject matter and proposed terms" of the Settlement. *Mendoza v. United States* (9th Cir. 1980) 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177).

"Sufficient information about the case should be provided to enable class members to make an informed decision about their participation." *Manual for Complex Litigation* § 21.311 at 413 (4th ed. 2004). The proposed Class Notice describes the Settlement, the deadlines and procedures to submit and Objection to the Class Settlement, submit a Request for Exclusion from the Class Settlement, and/or dispute regarding Workweeks, and the date and time set for the Final Approval Hearing.[68] The proposed Class Notice summarizes the proceedings to date

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[67] Hosseini Decl., ¶ 12.
[68] Settlement Agreement, Exh. A.

and the terms and conditions of the Settlement in an informative and coherent manner.[69] The proposed Class Notice recognizes that the Court has not yet granted final approval of the settlement.[70] The proposed Class Notice also apprises the Class Members and PAGA Employees of, *inter alia*, how their Individual Settlement Payment and, if applicable, Individual PAGA Payment is calculated and the number of Workweeks credited to them.[71] The proposed Class Notice fulfills the requirement of neutrality in notice procedure. *Newberg*, at § 8.39.

Thus the proposed Class Notice satisfies all due process requirements and complies with the standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e); *Newberg*, §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt*, *supra*, 50 Cal.App.3d at 960. Accordingly, the Court should approve the proposed Class Notice.

IX. APPOINTMENT OF PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS AS THE SETTLEMENT ADMINISTRATOR

The Parties have selected Phoenix Class Action Administration Solutions to administer the Settlement.

The Settlement Administrator will mail the Class Notice to each Class Member by First-Class U.S. mail within fourteen (14) calendar days after receipt of the Class List.[72] With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.[73] In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from the initial Response Deadline.[74] The Administrator will receive and process Requests for Exclusion, Objections, or Workweek Disputes.[75]

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[69] Ibid.
[70] Ibid.
[71] Ibid.
[72] Settlement Agreement ¶ 21.a.
[73] *Id*., ¶ 21.b.
[74] *Id*., ¶ 8.kk.
[75] *Id*., ¶¶ 21.c, 23 and 24.

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The Settlement Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing 1099 and W-2 IRS Forms and undertaking all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth to process the Settlement, and as requested by the Parties.[76] The Settlement Administration Costs are currently estimated to be Eleven Thousand Dollars and Zero Cents ($11,000.00) and will be paid out of the Maximum Settlement Amount, subject to approval by the Court.[77]

Accordingly, Plaintiffs respectfully request that the Court appoints Phoenix Class Action Administration Solutions as the Settlement Administrator and direct the mailing of the Class Notice to the Class Members and PAGA Employees in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

X. APPOINTMENT OF CLASS REPRESENTATIVES AND ALLOCATION FOR AN ENHANCEMENT PAYMENT

Plaintiff Margarita Rodriguez-Lopez and Plaintiff Sadie Armstrong respectfully request that the Court appoint them as the Class Representatives and preliminarily approve the Enhancement Payments in an amount up to Ten Thousand Dollars and Zero Cents ($10,000.00) to each Plaintiff, in the combined amount of $20,000.00.[78] It is within the Court's discretion to award payment to a Class Representatives for their efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299. The factors that courts may consider in determining whether to make an enhancement award include: (1) the risk to the Class Representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the Class Representative; (3) the amount of time and effort spent by the Class Representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the Class Representative as a result of the litigation. *Id*.

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[76] *Id.,* ¶ 14.
[77] *Ibid.*
[78] *Id.*, ¶ 13.

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The Enhancement Payments are fair and appropriate. Plaintiffs spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.[79] Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of class and PAGA claims.[80] Accordingly, it is appropriate and just for Plaintiffs to receive $10,000.00 for their services on behalf of the Class, PAGA Employees, and the State of California, in addition to their individual settlement payment.

XI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant Preliminary Approval of the Settlement; conditionally certify the Class for settlement purposes; preliminary appoint and designate Lawyers *for* Justice, PC and Matern Law Group as Class Counsels; preliminary appoint and designate Plaintiff Margarita Rodriguez-Lopez and Plaintiff Sadie Armstrong as Class Representatives; appoint Phoenix Class Action Administration Solutions as Settlement Administrator; preliminarily approve the allocations for Attorneys' Fees and Costs, Enhancement Payments, PAGA Amount, and Settlement Administration Costs; approve the proposed Class Notice; direct the Settlement Administrator to undertake the notice and settlement administration process in conformity with the deadlines and procedures provided by the Settlement Agreement; schedule a Final Approval Hearing to take place in approximately six (6) months.

Dated: August 19, 2025

LAWYERS *for* JUSTICE, PC

By: ______________________________
Yasmin Hosseini
Attorneys for Plaintiff Margarita Rodriguez-Lopez

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[79] Hosseini Decl., ¶ 13; Khalili Decl., ¶¶ 28-30; Declaration of Margarita Rodriguez-Lopez in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Rodriguez-Lopez Decl."), ¶ 4; Declaration of Sadie Armstrong in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Armstrong Decl."), ¶¶ 4-8.

[80] Hosseini Decl., ¶ 13; Khalili Decl., ¶¶ 28-30; Rodriguez-Lopez Decl., ¶¶ 3-6; Armstrong Decl., ¶¶ 4-8

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