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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KEVIN ADONAY QUIJADA MOLINA,
individually, on behalf of all others similarly
situated,

Plaintiff,

v.

CCN FRAMING, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 22STCV10819

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. David S.
Cunningham III, Dept. 11]

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

PRELIMINARY APPROVAL HEARING

Date: July 10, 2025

Time: 10:00 a.m.

Dept: 11

Complaint filed:	March 29, 2022
FAC filed:	October 28, 2022
Trial date:	not set

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

PLEASE TAKE NOTICE that on July 10, 2025 at 10:00 a.m., in Department 11 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, pursuant to Code of Civil Procedure § 382 and California Rules of Court 3.769, *et seq.*, Plaintiff Kevin Adonay Quijada Molina (“Plaintiff”) will move the Court for an Order granting preliminary approval of the proposed class action settlement between Plaintiff and Defendant CCN Framing, Inc. (“Defendant”). Plaintiff further moves the Court for an Order:

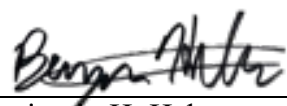
1. Granting preliminary approval of the Class Action and PAGA Settlement Agreement;
2. Certifying a Class for settlement purposes;
3. Approving the Notice and the plan for distribution of the Notice;
4. Appointing Plaintiff Kevin Adonay Quijada Molina as Class Representatives for settlement purposes;
5. Appointing Plaintiff’s Counsel, Benjamin H. Haber, Daniel J. Kramer, and Chase M. Stern of Wilshire Law Firm, PLC, as Class Counsel for settlement purposes;
6. Appointing Apex Class Action Administration as the Settlement Administrator; and
7. Scheduling a final approval hearing.

The motion will be based upon this notice, the attached memorandum of points and authorities, the Declarations of Benjamin H. Haber and Kevin Adonay Quijada Molina, filed concurrently herewith, the records and files in this action, and any other further evidence or argument that the Court may properly receive at or before the hearing.

Respectfully submitted,

Dated: June 18, 2025

WILSHIRE LAW FIRM

By: 

Benjamin H. Haber
Daniel J. Kramer
Chase M. Stern

Attorneys for Plaintiff

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191 Cal.App.3d 60517

Collins v. Rocha, (1972)

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2 **TREATISES**

3	Conte & Newberg, <i>Newberg on Class Actions</i> (3rd Ed.)	8, 12, 20
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4 **OTHER AUTHORITIES**

5	Eisenberg & Miller, <i>Incentive Awards to Class Action Plaintiffs: An Empirical Study,</i>	
6	(2006) 53 UCLA L.Rev. 1303	15

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Kevin Adonay Quijada Molina (“Plaintiff”) seeks preliminary approval of a proposed \$650,000.00 non-reversionary, wage and hour class action settlement with Defendant CCN Framing, Inc. (“Defendant,” and together with Plaintiff, the “Parties”). The Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) will provide substantial monetary payments to approximately 1,800 class members. And, as set forth more fully below, the proposed Settlement satisfies all the criteria for settlement approval under California law. The Settlement was reached after extensive investigation, discovery, and negotiations. The negotiations were at arms-length and were facilitated by an experienced class action mediator, Mark LeHocky, Esq., over the course of a full day of mediation that was conducted via Zoom. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff’s claims and Defendant’s defenses, the Parties reached a settlement that was finalized and fully executed in June 2025. Accordingly, Plaintiff requests that the Court preliminarily approve the proposed Settlement, certify the proposed settlement class, approve the proposed notice, and set a final approval hearing.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiff’s Claims

This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiff and the putative class members worked in California as hourly-paid or non-exempt employees for Defendant during the class period. Defendant operates in the general construction industry and specializes in wooden framing. (Declaration of Benjamin H. Haber in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement [“Haber Decl.”], ¶ 2.)

Plaintiff alleges that Defendant’s payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiff alleges that Defendant failed to pay for all hours worked. Plaintiff further alleges that Defendant failed to: provide employees with legally compliant meal and rest periods; Defendant failed to reimburse business expenses; and Defendant failed to produce requested employment records. Based on these allegations,

1 Plaintiff asserts related claims for failure to pay wages during employment, failure to pay all
2 final wages at termination, failure to provide accurate wage statements, failure to keep requisite
3 payroll records, unfair business practices, and civil penalties under PAGA. (*Id.* at ¶ 3.)

4 On March 29, 2022, Plaintiff filed a putative wage and hour class action complaint
5 against Defendant for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204,
6 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194 and 1198); (3)
7 failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and
8 permit rest periods (Labor Code § 226.7); (5) failure to timely pay final wages at termination
9 (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Labor Code
10 § 226); (7) failure to indemnify employees for expenditures (Labor Code § 2802); (8) failure to
11 produce requested employment records (Labor Code §§ 226 and 1198.5); and (9) unfair business
12 practices (Business and Professions Code §§ 17200, *et seq.*). (*Id.* at ¶ 4.) Plaintiff sent a notice
13 to Defendant and the California Labor & Workforce Development Agency (“LWDA”) alleging
14 similar wage and hour violations pursuant to the PAGA on April 8, 2022. (*Id.*) On October 28,
15 2022, Plaintiff filed a First Amended Complaint against Defendant adding claims for civil
16 penalties under PAGA. (*Id.*)

17 **B. Discovery and Investigation**

18 Following the filing of the initial complaint, the Parties exchanged documents and
19 information before mediating this action. Defendant produced a 10% sample of time and pay
20 records for class members and information regarding the total number of current and former
21 employees in its informal discovery responses, as well as information about its wage and hour
22 policies and practices during the class period. (*Id.* at ¶ 5.)

23 After reviewing documents regarding Defendant’s timekeeping and payroll records,
24 Class Counsel was able to evaluate the probability of class certification, success on the merits,
25 and Defendant’s maximum monetary exposure for all claims. (*Id.* at ¶ 6.) Class Counsel also
26 investigated the applicable law regarding the claims and defenses asserted in the litigation. (*Id.*)
27 Class Counsel reviewed these records and prepared a damage analysis prior to mediation. (*Id.*)
28 This extensive investigation and discovery allowed Class Counsel to act intelligently and

effectively in negotiating the Settlement.

C. Settlement Negotiations

On August 14, 2024, the Parties participated in private mediation with experienced class action mediator Mark LeHocky, Esq. (*Id.* at ¶ 7.) The mediation was conducted via Zoom. The settlement negotiations were at arm’s length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. (*Id.*) After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff’s claims and Defendant’s defenses, the Parties reached a settlement, the material terms of which are encompassed within the Settlement. (*Id.* at ¶ 8, Ex. 1, Settlement Agreement.)

Class Counsel has conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members in light of all known facts and circumstances, the risk of significant delay, the defenses that could be asserted by Defendant both to certification and on the merits, trial risk, and appellate risk, and Defendant’s financial status. (*Id.* at ¶ 14.)

Indeed, the \$650,000.00 Settlement represents approximately **42.5%** of the **realistic maximum recovery** of \$1,531,187.67. (*Id.* at ¶ 23.) Although Class Counsel estimated that Defendant’s maximum potential liability for all claims was approximately \$19 million, when the risk of prevailing at certification and trial are factored into the equation, and then collecting on any judgment, Class Counsel believes that Defendant’s realistic exposure was \$1,531,187.67, meaning the Settlement achieves a significant recovery. (*Id.* at ¶¶ 14-27.) Considering the risk and uncertainty of prevailing at class certification and at trial, this is a good result for the Class. (*Id.* at ¶ 25.) Indeed, because of the proposed Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

D. Key Terms of the Proposed Settlement

The Settlement’s key terms include:

1 1. Class Definition: For settlement purposes only, the Parties agree to the certification of
2 a class pursuant to California Code of Civil Procedure § 382 defined as: “all persons employed by
3 Defendant in California and classified as an hourly-paid or non-exempt employee who worked for
4 Defendant during the Class Period.” (Settlement, § 1.5.)

5 2. Class Period: “means the period from October 2, 2017 to the date of preliminary
6 approval.” (Settlement, § 1.12.)

7 3. Participating Class Members: “means a Class Member who does not submit a valid and
8 timely Request for Exclusion from the Settlement.” (Settlement, § 1.35.)

9 4. Aggrieved Employees: “means a person employed by Defendant in California and
10 classified as an hourly-paid or non-exempt employee who worked for Defendant during the PAGA
11 Period.” (Settlement, § 1.4.)

12 5. PAGA Period: “means the period from April 8, 2021 to the date the Court grants
13 preliminary approval of the settlement.” (Settlement, § 1.31.)

14 6. Gross Settlement Amount: “means \$650,000.00 which is the total amount Defendant
15 agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement
16 Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA
17 PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service
18 Payments and the Administrator’s Expenses.” (Settlement, § 1.22.)

19 7. Uncashed Checks: “For any Class Member whose Individual Class Payment check or
20 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
21 shall transmit the funds represented by such checks to the California Controller's Unclaimed
22 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
23 requirements of California Code of Civil Procedure Section 384, subd. (b).” (Settlement, § 4.4.3.)

24 8. Release by Participating Class Members: “All Participating Class Members, on behalf
25 of themselves and their respective former and present representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns, release Released Parties from any and all claims asserted
27 or that could have been asserted based on the facts pled in the operative complaints, including but
28 not limited to, state wage and hour claims for any and all violations of California's Labor Code

1 and Unfair Competition Law based on Defendant's failure to pay for all hours worked (including
2 minimum, straight time, and overtime wages), failure to provide meal periods, failure to
3 authorize and permit rest periods, failure to timely pay final wages at termination, failure to
4 furnish accurate itemized wage statements, and failure to indemnify employees for expenditures
5 based on the alleged Labor Code violations, and all damages, interest, penalties, attorneys' fees,
6 costs, and other amounts recoverable under said causes of action under California law, to the
7 extent permissible, including, but not limited to, the California Labor Code and the applicable
8 Wage Orders. Except as set forth in Section 5.3 of this Agreement, Participating Class Members
9 do not release any other claims, including claims for vested benefits, wrongful termination,
10 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
11 security, workers' compensation, or claims based on facts occurring outside the Class Period.”
12 (Settlement, § 5.2.) This Release will be deemed effective on the date when Defendant fully
13 funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the
14 Wage Portion of the Individual Class Payments. (Settlement, § 5.)

15 9. Release by Aggrieved Employees: “All Aggrieved Employees are deemed to release,
16 on behalf of themselves and their respective former and present representatives, agents,
17 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
18 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
19 Period facts stated in the Operative Complaint and the PAGA Notice, including any and all
20 claims involving any alleged failure to pay minimum wages or overtime, failure to provide meal
21 and rest periods, failure to provide accurate wage statements, failure to pay all wages due at
22 separation, and failure to reimburse business expenses, including Labor Code sections 201, 202,
23 203, 210, 216, 223, 225.5, 226, 226.3, 226.7, 245-248.5, 256, 432, 432.5, 432.7, 510, 512, 558,
24 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 during
25 the PAGA Period. Aggrieved Employees only release these claims for the duration of the PAGA
26 Period.” (Settlement, § 5.3.)

27 10. No Reversion: “None of the Gross Settlement Amount will revert to Defendant.”
28 (Settlement, § 3.1.)

1 11. PAGA Allocation: “PAGA Penalties in the amount of \$40,000.00 to be paid from
2 the Gross Settlement Amount, with 75% (\$30,000.00) allocated to the LWDA PAGA Payment and
3 25% (\$10,000.00) allocated to the Individual PAGA Payments.” (Settlement, § 3.2.5.) Class
4 Counsel submitted the proposed settlement to the LWDA before filing this Motion for Preliminary
5 Approval. (Haber Decl., ¶ 9.)

6 12. Net Settlement Amount: “means the Gross Settlement Amount, less the following
7 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
8 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
9 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
10 paid to Participating Class Members as Individual Class Payments.” (Settlement, § 1.28.)

11 13. Distribution Formula: “An Individual Class Payment calculated by (a) dividing the
12 Net Settlement Amount by the total number of Workweeks worked by all Participating Class
13 Members during the Class Period and (b) multiplying the result by each Participating Class
14 Member’s Workweeks.” (Settlement, § 3.2.4.) As to PAGA: “The Administrator will calculate
15 each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25%
16 share of PAGA Penalties \$10,000.00 by the total number of PAGA Period Pay Periods worked by
17 all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each
18 Aggrieved Employee’s PAGA Period Pay Periods.” (Settlement, § 3.2.5.1.)

19 14. Tax Allocation: “10% of each Participating Class Member’s Individual Class
20 Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions
21 are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 90% of
22 each Participating Class Member’s Individual Class Payment will be allocated to settlement of
23 claims for interest and penalties (the Non-Wage Portion”). The Non-Wage Portions are not subject
24 to wage withholdings and will be reported on IRS 1099 Forms.” (Settlement, § 3.2.4.1.)

25 15. Class Representative Service Awards: “Class Representative Service Payments to
26 the Class Representatives of not more than \$10,000.00 (in addition to any Individual Class Payment
27 and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating
28 Class Member).” (Settlement, § 3.2.1.)

1 16. Attorneys’ Fees and Costs: “A Class Counsel Fees Payment of not more than 33 and
2 1/3%, which is currently estimated to be \$216,666.67 and a Class Counsel Litigation Expenses
3 Payment of not more than \$28,000.00. Defendant will not oppose requests for these payments
4 provided that do not exceed these amounts.” (Settlement, § 3.2.2.)

5 17. Notice of Proposed Class Action Settlement: The Notice sets forth in plain terms, a
6 statement of the case, the terms of the Settlement Agreement, the approximate amount of attorneys’
7 fees, costs, and service awards being sought, and an explanation of how the settlement allocations
8 are calculated. (Settlement, Ex. A, Class Notice.) Class Members will be notified by first-class
9 mail of the settlement. (Settlement, § 4.4.1.) Apex Class Action Administration, the proposed
10 Settlement Administrator, will undertake its best efforts to ensure that the notice is provided to the
11 current addresses of class members, including conducting a national change of address search and
12 re-mailing the notice to updated addresses. (*Id.*; Haber Decl., ¶ 10, Ex. 2 [Settlement Administrator
13 Bid].)

14 **III. DISCUSSION**

15 To prevent fraud, collusion, or unfairness to the class, the settlement of a class action
16 requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-01.) This
17 Court has wide discretion to determine whether the proposed settlement is fair. (*Mallick v. Super.*
18 *Ct.* (1979) 89 Cal.App.3d 434, 438.) Fairness is presumed when: (1) the settlement is reached
19 through arm’s-length bargaining; (2) investigation is sufficient to allow counsel and the court to
20 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
21 is small. (*Dunk*, 48 Cal.App.4th at p. 1800.)

22 In considering whether a settlement is reasonable, the trial court should consider relevant
23 factors, which may include the strength of plaintiff’s case, the risk, expense, complexity and likely
24 duration of further litigation, the risk of maintaining class action status through trial, the amount
25 offered in settlement, the extent of discovery completed and the stage of the proceedings, the
26 experience and views of counsel, the presence of a governmental participant, and the reaction of
27 the class members to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
28 Cal.App.4th 116, 128.) In order to approve a class action settlement, the court must satisfy itself

1 that the class settlement is within the “ballpark” of reasonableness. (*Id.* at p. 133.) The record
2 need not contain an explicit statement of the maximum theoretical recovery. (*Munoz v. BCI Coca-*
3 *Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 408-9 [holding that *Kullar* does not
4 require “an explicit statement of the maximum amount the plaintiff class could recover if it
5 prevailed on all its claims”, but instead, only an “understanding of the amount that is in controversy
6 and the realistic range of outcomes of the litigation.”].)

7 As discussed below, Class Counsel has provided information exceeding the threshold
8 required to provide this Court with materials and information necessary to determine that the
9 proposed settlement is fair, adequate, and reasonable.

10 **A. The Settlement Is Fair, Reasonable, Adequate, and the Product of**
11 **Investigation, Litigation, and Negotiation**

12 **1. The Settlement Is the Product of Discovery, Investigation, and Informed**
13 **and Non-Collusive Arm’s-Length Negotiations**

14 Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless
15 evidence to the contrary is offered; thus, there is a presumption here that the negotiations were
16 conducted in good faith. (Conte & Newberg, *Newberg on Class Actions* (3rd Ed.) § 11.51.)
17 Settlement is favored, and settlement agreements are realistically assessed. (*Stamburgh v. Super.*
18 *Ct.* (1976) 62 Cal.App.3d 231, 236; *Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447 [“The
19 fact that a plaintiff might have received more if the case had been fully litigated is no reason not
20 to approve the settlement.”].)

21 The Settlement was reached following extensive negotiations following one day of
22 mediation with experienced employment mediator, Mark LeHocky, Esq. (Haber Decl., ¶ 7.) The
23 settlement negotiations were at arm’s length and, although conducted in a professional manner,
24 were adversarial. (*Id.*) The Parties went into the mediation willing to explore the potential for a
25 settlement of the dispute, but each side was also prepared to litigate their or its position through
26 trial and appeal if a settlement had not been reached. (*Id.*) After extensive negotiations and
27 discussions regarding the strengths and weaknesses of Plaintiff’s claims and Defendant’s defenses,
28 the Parties reached an agreement. (Haber Decl., ¶ 8.)

1 Prior to reaching this settlement, Class Counsel conducted informal discovery concerning
2 the claims set forth in the litigation, such as a sample of class member timekeeping and payroll
3 record and information regarding the number of putative class members and the mix of current
4 versus former employees, the wage rates in effect, and the amount of meal and rest period premium
5 wages paid to class members. (*Id.* at ¶¶ 5-6.) In conjunction with their extensive factual
6 investigation, Class Counsel investigated the applicable law regarding the claims and defenses
7 asserted in the litigation. (*Id.*) Thus, Plaintiff and his counsel were able to act intelligently and
8 effectively in negotiating the proposed Settlement. (*Id.*)

9 Class Counsel also has considerable experience and has demonstrated competence with
10 litigating wage and hour class actions. (*Id.* at ¶¶ 38-48.) Again, this supports the position that the
11 terms of the Settlement are premised on objective evidence that has been considered and weighed
12 in light of the risks, expenses, and time consumption to both sides of continued litigation of this
13 action.

14 **2. The Settlement Is Fair and Reasonable in Light of the Parties’** 15 **Respective Legal Positions**

16 A settlement is not judged against what might plaintiff recover had he prevailed at trial, nor
17 does the settlement have to provide 100% of the damages sought to be fair and reasonable.
18 (*Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 246, 250 [“Compromise is inherent
19 and necessary in the settlement process . . . even if the relief afforded by the proposed settlement
20 is substantially narrower than it would be if the suits were to be successfully litigated, this is no
21 bar to a class settlement because the public interest may indeed be served by a voluntary settlement
22 in which each side gives ground in the interest of avoiding litigation.”].)

23 This settlement avoids the risks and the accompanying expense of further litigation. (Haber
24 Decl., ¶ 25.) While Plaintiff is confident in the merits of his claims, a legitimate controversy exists
25 as to each cause of action. (*Id.* at ¶ 24.) Plaintiff also recognizes that proving the amount of wages
26 due to each class member would be an expensive, time-consuming, and uncertain proposition. (*Id.*)

27 The proposed settlement of \$650,000.00 therefore represents a substantial recovery when
28 compared to Plaintiff’s reasonably forecasted recovery. (*Id.* at ¶¶ 14-27.) Because of the proposed

Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement amount of \$650,000.00 is within the “ballpark” of reasonableness, and preliminary settlement approval is appropriate. (*Id.*) ***Indeed, each Settlement Class Member is eligible to receive an average net benefit of approximately \$188.52.*** (*Id.* at ¶ 26.)

3. Class Counsel Has Extensive Experience in Class Action Litigation

The settlement negotiations were conducted by highly capable and experienced counsel. Class Counsel have a strong record of vigorous and effective advocacy for their clients and are experienced in handling complex wage and hour class action litigation. (Haber Decl., ¶¶ 38-48.) Although Plaintiff and her counsel were prepared to litigate the claims alleged in the litigation, they support the proposed Settlement as being in the best interests of the class.

B. The Proposed Class Notice of Settlement Should Be Approved

The proposed Notice, in the form attached to the Settlement Agreement, should be approved for dissemination to the class. The Notice informs the class of the terms of the settlement and of their rights to be excluded from the settlement. And if there are class members who wish to object to this proposed class action settlement, they will have the opportunity to file their objections and be heard at the Final Approval Hearing. Accordingly, the proposed Notice meets all the requirements of Rule 3.769(f) of the California Rules of Court.

C. The Proposed Attorneys’ Fees and Costs Are Reasonable

Under the Settlement, subject to the Court’s approval, Defendant agrees to pay Class Counsel reasonable attorneys’ fees in amount of \$216,666.67, which is 1/3 of the Gross Settlement Amount, and up to \$28,000.00 in costs. These amounts are disclosed to all class members in the proposed Notice and are reasonable.

1. Class Counsel Request an Award of Fees Based on the “Common Fund” Method

California courts have long awarded attorneys’ fees as a percentage of the benefit created

1 by counsel in creating a common fund. The California Supreme Court held that “when a number
2 of persons is entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs
3 for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs
4 may be awarded attorneys’ fees out of the fund.” (*Serrano v. Priest* (1977) 20 Cal.3d 25, 34,
5 quoting *D’Amico v. Bd. of Medical Examiners* (1974) 11 Cal.3d 1.)

6 Class Counsel seeks an award of attorneys’ fees on the “percentage of recovery/common
7 fund” theory. The purpose of this approach is to “spread litigation costs proportionally among all
8 the beneficiaries so that the active beneficiary does not bear the entire burden alone.” (*Vincent v.*
9 *Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *Quinn v. State of California* (1995)
10 15 Cal.3d 162, the California Supreme Court stated: “[O]ne who expends attorneys’ fees in
11 winning a suit which creates a fund from which others derive benefits may require those passive
12 beneficiaries to bear a fair share of the litigation costs.” (*Id.* at p. 167.) Similarly, in *City and*
13 *County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California Supreme Court recognized
14 that the common fund doctrine has been applied “consistently in California when an action brought
15 by one party creates a fund in which other persons are entitled to share.” (*Id.* at p. 110.)

16 The California Supreme Court affirmed in *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th
17 480 that, “when class action litigation establishes a monetary fund for the benefit of the class
18 members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the
19 court may determine the amount of a reasonable fee by choosing an appropriate percentage of the
20 fund created.” (*Id.* at p. 503.) The court explained: “The recognized advantages of the percentage
21 method—including relative ease of calculation, alignment of incentives between counsel and the
22 class, a better approximation of market conditions in a contingency case, and the encouragement
23 it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—
24 convince us the percentage method is a valuable tool that should not be denied our trial courts.”
25 (*Id.* [internal citations omitted].)

26 2. The Requested Fee Award Is in Line with Typical Cases

27 According to a leading treatise on class actions, “[n]o general rule can be articulated on
28 what is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on

1 a reasonable fee award from a common fund in order to assure that the fees do not consume a
2 disproportionate part of the recovery obtained for the class, although somewhat larger percentages
3 are not unprecedented.” (*See* Conte & Newberg, Newberg on Class Actions (3rd Ed.) § 14.03.)
4 Attorneys’ fees that are fifty percent of the fund are typically considered the upper limit, with thirty
5 to forty percent commonly awarded in cases where the settlement is relatively small. (*Id.*; *see also*
6 *Van Vranken v. Atlantic Richfield Company* (N.D. Cal. 1995) 901 F. Supp. 294 [stating that most
7 cases where 30-50 percent was awarded involved “smaller” settlement funds of under \$10
8 million].)

9 Here, Plaintiff requests attorneys’ fees equal to 1/3 of the Gross Settlement Amount, which
10 is in line with the prevailing guidelines established in California case law and academic literature
11 and is consistent with awards in California. (*See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th
12 43, 66, n.11 [“Empirical studies show that, regardless whether the percentage method or the
13 lodestar method is used, fee awards in class actions average around one-third of the recovery.”].)
14 Accordingly, Plaintiff respectfully requests that the Court approve the attorneys’ fees as negotiated
15 by the Parties and requested herein.

16 3. This Matter Involves A “Fee-Shifting” Provision of the Labor Code

17 Labor Code § 1194 (a) provides for the recovery of “minimum wage or overtime
18 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Under this
19 section, Plaintiff would be permitted to recover their actual attorneys’ fees, even if those fees were
20 larger than the total class recovery at the conclusion of this case. This settlement is beneficial in
21 that it limits the risk of continued expenses and consumption of time, energy, and resources facing
22 Defendant while at the same time rewarding Class Counsel for their decision to assume risk by
23 taking on this matter. In fact, prosecution of this action involved significant financial risk for Class
24 Counsel. (Haber Decl., ¶¶ 36-37.) Class Counsel undertook this matter solely on a contingent
25 basis, with no guarantee of recovery. (*Id.*) Once counsel undertook this litigation on behalf of the
26 Class, Class Counsel committed to pursue it to its conclusion, placing its fiduciary duty to the Class
27 ahead of all other concerns.

28 ///

1 **4. The Experience, Reputation and Ability of Class Counsel Support the**
2 **Requested Fee Award**

3 As demonstrated by their past experience in pursuing class actions on behalf of consumers
4 and employees, Class Counsel possess considerable expertise in litigating class actions. (Haber
5 Decl., ¶¶ 38-48.) Class Counsel has been involved as lead counsel or co-counsel in several class
6 actions that resulted in millions in recovery. (*Id.*) Because it is reasonable to compensate class
7 counsel commensurate with their skill, reputation and experience, Class Counsel’s requested fee
8 award is supported here.

9 Class Counsel’s experience in wage and hour class actions was integral in evaluating the
10 strengths and weaknesses of the case against Defendant and the reasonableness of the settlement.
11 Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning
12 the rapidly evolving substantive law (state and federal), as well as the procedural law of class
13 action litigation. Based on these and other factors, Class Counsel has frequently received fee
14 awards of this percentage from the gross recovery for the class. Therefore, the requested fee award
15 is reasonable and fair.

16 **D. The PAGA Allocation is Reasonable**

17 Where settlements negotiate a good faith amount for PAGA penalties and “there is no
18 indication that this amount was the result of self-interest at the expense of other” class members,
19 such amounts are generally considered reasonable. (*Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr.
20 3, 2009) No. CV-08-0844 EDL, 2009 WL 928133 at *1, 9.) Courts have approved amounts for
21 PAGA penalties in the range of zero to two percent of the total maximum amount of the Settlement.
22 (*Id.* [approving a PAGA payment of 0.3%, or \$1,500]; *see also Jack v. Hartford Fire Ins. Co.* (S.D.
23 Cal. Oct. 13, 2011) 2011 WL 4899942 at *6 [approving a PAGA payment of 0.25%]; *McKenzie v.*
24 *Fed. Express Corp.* (C.D. Cal. Jan. 23, 2012) 2012 WL 12882124 at *5 [acknowledging that courts
25 approve PAGA claim settlements in the range of zero to two percent of the total settlement].) Here,
26 the amount to be paid to the LWDA is larger than many other PAGA settlement amounts approved
27 by the courts where seemingly nominal amounts were allocated for such claims. (*See, e.g., Zubia*
28 *v. Shamrock Foods Co.* (C.D. Cal. Dec. 21, 2017) No. CV1603128ABAGRX, 2017 WL 10541431,

at *14 [approving a PAGA settlement of 0.1%]; *Hopson, supra*, 2008 WL 3385452, at *1 [approving a PAGA settlement of 0.3% or \$1,500]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) No. 1:10-CV-0324 AWI SKO, 2012 WL 5364575, at *3 [approving a PAGA settlement of 0.27%].) Here, the Parties negotiated a good faith amount of \$40,000.00, 75% percent of which (\$30,000.00) will be paid to the LWDA and 25% (\$10,000.00) to be distributed to the Aggrieved Employees. (Settlement, § 3.2.5.) The \$40,000.00 settlement amount equates to approximately 6.2% of the Gross Settlement Amount, which far exceeds amounts that are routinely approved. The Parties negotiated to allocate 6.2% of the Settlement to PAGA penalties in good faith and this amount is reasonable considering that the maximum PAGA penalties were estimated at \$2,662,700.00.00 (which assumed \$100 per pay period). (Haber Decl., ¶ 22.)

E. The Service Awards to Named Plaintiff Is Reasonable

Named plaintiffs in class action lawsuits “are eligible for reasonable incentive payments to compensate them for the expense or risk they have incurred in conferring a benefit on other members of the class.” (*Munoz, supra*, 86 Cal.App.4th at p. 412.) Courts routinely grant approval of class action settlement agreements containing enhancements for the class representatives, 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. (*See Rodriguez v. W. Publ'g Corp.* (9th Cir. 2009) 563 F.3d 948, 958-59.)

Service awards are particularly important to plaintiffs in wage and hour cases because they promote the important public policies underlying the wage and hour laws. This strong policy is codified in California Labor Code § 90.5, which provides, “it is the policy of this state to vigorously enforce minimum labor standards in order to ensure employees are not required or permitted to work under substandard unlawful conditions” Nonetheless, the California Supreme Court has noted that “retaliation against employees for asserting statutory rights under the Labor Code is widespread,” despite anti-retaliation statutes designed to protect employees. (*Gentry v. Super. Ct.* (2007) 42 Cal.4th 443, 460-61.) In this context, class representatives should be rewarded for assuming the risk of retaliation for the sake of class members. (*See Frank v. Eastman Kodak Co.* (W.D.N.Y. 2005) 228 F.R.D. 174, 187.)

1 Under the settlement agreement, subject to the Court’s approval, Defendant agreed to pay
2 Service Awards in the amount of \$10,000.00 to named Plaintiff Kevin Adonay Quijada Molina.
3 This amount is also in exchange for Plaintiff’s general release of all claims against Defendant.
4 Courts routinely approve enhancement awards in excess of \$10,000.00 for plaintiffs represented
5 by Class Counsel. (*See, e.g., Moreno v. Pretium Packaging, L.L.C.* (C.D. Cal. Aug. 6, 2021) 2021
6 WL 3673845, *3 [“The Court concludes a \$10,000 incentive award is appropriate.”]; *Suarez v.*
7 *Bank of America, National Association* (N.D. Cal., Jan. 11, 2024, No. 18-CV-01202-LB) 2024 WL
8 150721, at *4 [“The court approves awards of \$10,000 for each class representative.”].) Class
9 Counsel represent that Plaintiff devoted a great deal of time and work assisting counsel in the case,
10 communicated with counsel very frequently for litigation and to prepare for mediation, and was
11 frequently in contact with Class Counsel during the mediation. (*See generally* Plaintiff’s
12 declaration; Haber Decl., ¶¶ 28-32.) This amount is reasonable particularly in light of the
13 substantial benefits Plaintiff generated for all class members. (*Id.*)

14 When compared with the amounts awarded in typical class action cases, the amount
15 requested here is particularly reasonable. Indeed, a **2006** study examining the average incentive
16 award given to class action plaintiffs from **1993 to 2002** found that the “average award per class
17 representative was \$15,992 and the median award per class representative was \$4,357.” (Eisenberg
18 & Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study* (2006) 53 UCLA L.Rev.
19 1303, 1308.) That same study found that named plaintiffs in employment discrimination class
20 actions received an average award of \$69,850 and a median award of \$31,081, while named
21 plaintiffs in other employment class actions received an average award of \$12,121 and a median
22 award of \$13,059. (*Id.* at p. 1334.) The authors of the study found that higher awards in
23 employment cases reflected the “courts’ wish to make representative plaintiffs whole by
24 compensating them for the high costs of their service to the class, including risks of stigmatization
25 or retaliation on the job.” (*Id.* at p. 1308.)

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1 **IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED**

2 **A. Legal Standard**

3 The proposed Settlement Class is well suited for class certification. All of the claims derive
4 from a core set of alleged violations of California’s wage and hour laws and regulations. For the
5 reasons set forth more fully below, for purposes of settlement only, the Class satisfies the
6 prerequisites for certification under Code of Civil Procedure § 382. Section 382 provides: “when
7 the question is one of a common or general interest, of many persons, or when the parties are
8 numerous, and it is impracticable to bring them all before the court, one or more may sue or defend
9 for the benefit of all.” (Code Civ. Proc., § 382.) There are two requirements to section 382: “(1)
10 [t]here must be an ascertainable class; and (2) there must be a well-defined community of interest
11 in the questions of law and fact involved affecting the parties to be represented.” (*Daar v. Yellow*
12 *Cab Co.* (1967) 67 Cal. 2d 695, 704 [citations omitted].) To clarify these requirements, the
13 California Supreme Court has looked to Federal Rule of Civil Procedure 23 to explain that the
14 community-of-interest requirement itself embodies three factors: “(1) predominant questions of
15 law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class
16 representatives who can adequately represent the class.” (*Richmond v. Dart Indus., Inc.* (1981) 29
17 Cal. 3d 462, 470.)

18 California law and policy favor the fullest and most flexible use of the class action device.
19 (*Id.* at pp. 469-73.) Indeed, “Courts long have acknowledged the importance of class actions as a
20 means to prevent a failure of justice in our judicial system” particularly where the rights of
21 consumers are at issue. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 434.) Any doubt as to
22 the appropriateness of class treatment should be resolved in favor of certification. (*Richmond,*
23 *supra*, 29 Cal.3d at pp. 473-75.)

24 **B. Plaintiff Maintains That the Criteria for Class Certification Are Satisfied for**
25 **Settlement Purposes.**

26 **1. The Class is Ascertainable and Numerous**

27 The proposed class that Plaintiff seeks to represent is easily ascertainable and includes
28 approximately 1,800 employees of Defendant.

1 Plaintiff maintains that there is an easily ascertainable class, defined by objective and
2 precise criteria. Because class members are identified using specific criteria in the regular business
3 records of Defendant, i.e., job position, the class is ascertainable. (*Wilner v. Sunset Life Ins. Co.*
4 (2000) 78 Cal.App.4th 952, 959-60 [class membership defined by ownership of product that is the
5 subject of the lawsuit is sufficient to make the class ascertainable].)

6 “The requirement of Code of Civil Procedure section 382 that there be ‘many’ parties to a
7 class action suit is indefinite and has been construed liberally.” (*Rose v. City of Hayward* (1981)
8 126 Cal.App.3d 926, 934.) “Where a question is of common interest to ‘many’ persons, an action
9 may be maintained as a class action even where the parties are numerous and it is in fact practicable
10 to join them all.” (*Id.*) “No set number is required as a matter of law for the maintenance of a
11 class action.” (*Id.*) “Thus, our Supreme Court has upheld a class representing the 10 beneficiaries
12 of a trust in an action for removal of the trustees.” (*Id.*, citing *Bowles v. Super. Ct.* (1955) 44 Cal.2d
13 574; *see also Collins v. Rocha* (1972) 7 Cal.3d 232 [upholding a 35 member class.]) Therefore,
14 Plaintiff contends that numerosity is plainly satisfied.

15 **2. There are Many Common Issues of Law and Fact Which Predominate**

16 The Court should grant conditional class certification for settlement purposes here on the
17 grounds that questions of law and fact common to all class and subclass predominate over any
18 individual questions. This inquiry tests whether proposed classes are sufficiently cohesive to
19 warrant adjudication by representation. (*See, e.g., Clothesrigger, Inc. v. GTE Corp.* (1987) 191
20 Cal.App.3d 605.)

21 Here, the employment practices at issue are: whether Defendant had legally compliant
22 policies and practices for all hours worked, including overtime wages; whether Defendant had
23 legally compliant policies and practices to provide employees with meal periods; whether
24 Defendant had legally compliant policies and practices authorizing and permitting its employees
25 to take rest periods; whether Defendant reimbursed employees for business expenses; whether
26 payment of wages during employed was timely; whether final payment of wages was untimely and
27 excluded unpaid wages, including meal and rest period premium wages; whether wage statements
28 were consequently non-compliant; whether Defendant produced requested employment records;

1 and whether Defendant failed to keep requisite payroll records. Plaintiff contends that the factual
2 and legal issues are the same for all of the identified class members, including Plaintiff. Further,
3 all class members suffered from, and seek redress for, the same alleged injuries.

4 **3. Plaintiff's Claims Are Typical of the Claims of the Class**

5 The typicality requirement does not focus on the individual characteristics or circumstances
6 of the representative plaintiff compared to those of the remainder of the class, but rather upon the
7 typicality of the proposed representative's claims as they relate to the defendant's conduct and
8 activities. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47 ["[t]he only requirements are that
9 common questions of law and fact predominate and that the class representative be similarly
10 situated" vis-à-vis the class.]) A representative plaintiff's claims are typical of the class if they
11 arise from the same event, practice or course of conduct, and if the claims rest on the same legal
12 theories. (*Id.*) That is precisely the case here. Plaintiff is a former employee of Defendant; as
13 such, she alleges that she was subject to the same policies and practices as other similarly situated
14 employees.

15 **4. Plaintiff and His Counsel Meet the Adequacy Requirement**

16 The adequacy of representation requirements is met by fulfilling two conditions: first, a
17 named plaintiff must be represented by counsel qualified to conduct the pending litigation; second,
18 a named plaintiff's interests cannot be antagonistic to those of the class. (*McGhee v. Bank of*
19 *America* (1976) 60 Cal.App.3d 442, 451.)

20 All of these requirements are met here for settlement purposes. Plaintiff retained counsel
21 with extensive experience in prosecuting complex class actions, including similar class actions that
22 previously settled. (Haber Decl., ¶¶ 38-48.) Class Counsel unquestionably is "qualified,
23 experienced and generally able to conduct the proposed litigation." (*Miller v. Woods* (1983) 148
24 Cal.App.3d 862, 875.) In addition, Plaintiff has no conflicts, and Plaintiff has, with counsel,
25 litigated this case and diligently reviewed the settlement terms, showing their dedication.
26 Plaintiff's willingness to serve as a representative demonstrates his serious commitment to bringing
27 about the best results possible for the class. (*McGhee, supra*, 60 Cal.App.3d at p. 451.)

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1 **5. A Class Action is Superior to a Multiplicity of Litigation**

2 Finally, in making its class certification decision, the Court must determine that a class
3 action would be superior to alternative means for the fair and efficient adjudication of the litigation.
4 By consolidating many potential individual actions into a single proceeding, this Court’s use of the
5 class action device enables it to manage this litigation in a manner that serves the economics of
6 time, effort and expense for the litigants and the judicial system. Absent class treatment, similarly-
7 situated employees with small but nevertheless meritorious claims for damages would, as a
8 practical matter, have no means of redress because of the time, effort and expense required to
9 prosecute individual actions. (*Gentry, supra*, 42 Cal.4th at pp. 457-62; *Leyva v. Medline Ind.* (9th
10 Cir. 2013) 716 F.3d 510, 515.) Moreover, in the context of settlement, the superiority concerns
11 are essentially non-existent.

12 **V. THE PROPOSED NOTICE IS CONSTITUTIONALLY SOUND**

13 **A. The Proposed Notice Plan Satisfies Due Process**

14 Notice requirements are set forth in the California Rules of Court. (Cal. Rules of Court,
15 Rule 3.766 (e), (f).) California law vests the Court with broad discretion in fashioning an
16 appropriate notice program. (*Cartt v. Super Ct.* (1975) 50 Cal.App.3d 960, 973-74.) There is no
17 statutory or due process requirement that all class members receive actual notice, but in this matter,
18 the class members will receive direct mailed notice. As the Court of Appeals has explained, “[t]he
19 notice given should have a reasonable chance of reaching a substantial percentage of the Class
20 Members” (*Id.* at p. 974.) In this case, notice of the proposed settlement will be provided
21 by direct mailing, the best possible form of notice.

22 **B. The Notice is Accurate and Informative**

23 The proposed Notice should be approved. It will be disseminated through direct U.S. first
24 class mail to the last known address for each Class Member. It informs the Class Members of the
25 terms of the settlement and their right to be excluded from the Settlement. And if there are Class
26 Members who wish to object to this proposed class action settlement, they will have the
27 opportunity to file their objections and be heard at the Final Approval Hearing.

28 The Notice also fulfills the requirement of neutrality in class notices. (Conte & Newberg,

1 *Newberg on Class Actions* (3rd Ed.) § 8.39.) It summarizes the proceedings to date and the
2 terms and conditions of the settlement agreement, in an informative and coherent manner. It
3 makes clear that the settlement agreement does not constitute an admission of liability by the
4 Defendant, who denies all liability, and it recognizes that this Court has not ruled on the merits
5 of the action. It also states that the final settlement approval decision has yet to be made. The
6 Notice thus complies with the standards of fairness, completeness, and neutrality required of a
7 combined settlement-certification class notice.

8 **VI. CONCLUSION**

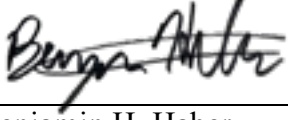
9 For the foregoing reasons, Plaintiff respectfully requests that the Court grant preliminary
10 approval of the proposed settlement and set a Final Approval Hearing on November 2025.

11
12
13 Dated: June 18, 2025

Respectfully submitted,

WILSHIRE LAW FIRM

14
15 By: _____


Benjamin H. Haber
Daniel J. Kramer
Chase M. Stern

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17 *Attorneys for Plaintiff*
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PROOF OF SERVICE

Molina, et al. v. CCN Framing, Inc., et al.

22STCV10819

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On **June 18, 2025**, I served the foregoing **DECLARATION OF BENJAMIN H. HABER IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

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Attorneys for Defendant

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **June 18, 2025** at Los Angeles, California.



Rebecca Padilla