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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MICHAEL CARTER, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

DEKRA-LITE INDUSTRIES,
INCORPORATED; a California corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 30-2022-01276546-CU-OE-CXC

Assigned for All Purposes to:
Honorable Randall J. Sherman
Department CX-105

CLASS ACTION

**NOTICE OF MOTION AND MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

[Reservation Number: 74493984]

*[Declaration of Proposed Class Counsel
(Douglas Han); Declaration of Julie Green;
and Declaration of Spencer Waldron filed
concurrently herewith]*

Hearing Date: June 13, 2025
Hearing Time: 10:00 a.m.
Hearing Place: Department CX-105

Complaint Filed: August 22, 2022
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on July 13, 2025 at 10:00 a.m. or as soon as the matter
2 may be heard, before the Honorable Randall J. Sherman in Department CX-105 of the Orange
3 County Superior Court located at 751 West Santa Ana Boulevard, Santa Ana, California 92701,
4 Plaintiff Michael Carter (“Plaintiff”) will and hereby does move for an order:

- 5 • Granting Preliminary Approval of the proposed class action settlement described
6 herein and as set forth in the Joint Stipulation of Class Action and PAGA
7 Settlement (“Settlement Agreement,” “Settlement,” or “Agreement”), attached as
8 **Exhibit 2** to the Declaration of Douglas Han, including, and not limited to, the
9 means of allocation and distribution of funds;
- 10 • Conditionally certifying the proposed Class for settlement purposes only;
- 11 • Appointing Plaintiff as the class representative;
- 12 • Appointing Justice Law Corporation as Class Counsel;
- 13 • Approving the proposed Notice of Class Action Settlement (“Class Notice”)
14 attached as **Exhibit A** to the [Proposed] Order Preliminarily Approving Class
15 Action Settlement and Settlement Agreement;
- 16 • Approving the proposed Request for Exclusion Form (“Exclusion Form”) attached
17 as **Exhibit B** to the [Proposed] Order Preliminarily Approving Class Action
18 Settlement and Settlement Agreement;
- 19 • Directing the mailing of the proposed Class Notice and Exclusion Form
20 (collectively, known as the “Notice Packet”) with a postage-paid return envelope
21 to the proposed Class;
- 22 • Approving the proposed deadlines for the notice and settlement administration
23 process;
- 24 • Approving CPT Group, Inc. as the Settlement Administrator; and

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- Scheduling a hearing to consider whether to grant Final Approval of the Settlement Agreement, at which time the Court will also consider whether to grant Final Approval of the requests for the Attorney Fee Award, Cost Award, Class Representative Enhancement Payment, Administration Costs, and Private Attorneys General Act of 2004 (“PAGA”) Payment.

This motion is based upon the following memorandum of points and authorities; Declaration of Proposed Class Counsel (Douglas Han); Declaration of Julie Green; Declaration of Spencer Waldron; [Proposed] Order filed concurrently with this motion; pleadings and other records on file with the Court in this matter; and such documentary evidence and oral argument as may be presented at the hearing on this motion.

Dated: February 20, 2025

JUSTICE LAW CORPORATION

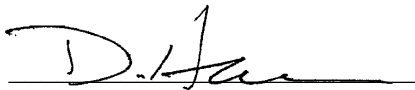
By: 
Douglas Han
Attorneys for Plaintiff

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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a fixed total non-reversionary proposed wage-
3 and-hour class action settlement by Plaintiff on behalf of himself and all current and former
4 hourly-paid or non-exempt employees employed by Defendant Dekra-Lite Industries,
5 Incorporated (“Defendant”) or employed by the Staffing Agencies and assigned to work for
6 Defendant within the State of California at any time between February 24, 2018, through October
7 25, 2024 (“Class” and “Class Period”). The number of Class Members confirmed by Defendant
8 is estimated to be four hundred fifteen (415). (Declaration of Douglas Han In Support of Motion
9 For Preliminary Approval of Class Action Settlement (“Han Decl.”), ¶¶ 7, 8.)

10 **II. BACKGROUND**

11 On August 22, 2022, Plaintiff filed a wage-and-hour class action lawsuit in the Superior
12 Court of California, County of Orange. (Han Decl., *supra*, at ¶ 9.)

13 After engaging in discovery, investigations, and negotiation, on April 10, 2024, the Parties
14 remotely attended mediation with the mediator Jeff Ross, eventually resulting in the settlement
15 of this matter. (Han Decl., *supra*, at ¶ 10.)

16 Pursuant to the settlement, on December 10, 2024, Plaintiff provided written notice to the
17 California Labor and Workforce Development Agency and Defendant. (Han Decl., *supra*, at ¶
18 11; Exhibits 3, 4.)

19 Plaintiff then filed a First Amended Complaint updating the “class” definition and adding
20 a cause of action for violation of Labor Code section 2698 (PAGA). (Han Decl., *supra*, at ¶ 12;
21 Exhibit 5.)

22 **III. INVESTIGATION/ LITIGATION HISTORY**

23 **a. Discovery, Investigation, and the Parties’ Staunchly Conflicting Positions**

24 After initiating this lawsuit, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 14.)
25 Plaintiff propounded form interrogatories, special interrogatories, requests for admission, and
26 requests for production of documents, and Defendant responded to the formal discovery requests.
27 (*Ibid.*) Afterwards, the Parties met and conferred and agreed to engage in an informal exchange
28 of information and eventually remotely attended mediation. (*Ibid.*)

1 Prior to mediation, Defendant produced several documents relating to its wage-and-hour
2 policies, practices, and procedures. (Han Decl., *supra*, at ¶ 15.) Plaintiff also reviewed time and
3 pay records and information relating to the size and scope of the Class. (*Ibid.*) Putative class
4 members were also located and interviewed to obtain a better understanding of the extent and
5 frequency of the alleged day-to-day violations. (*Ibid.*)

6 Based upon the information provided and interviews with putative class members,
7 Plaintiff contends – and Defendant denies – that Defendant: (1) failed to provide employees with
8 legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3) failed
9 to reimburse employees for necessary business expenses; (4) issued noncompliant wage
10 statements; and (5) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 17-23.)

11 **b. The Parties Were Able to Reach an Agreement on Settlement of the Action**

12 **i. The Parties Attended Mediation Which Led to the Settlement**

13 The Parties remotely attended mediation with the mediator. (Han Decl., *supra*, at ¶ 24.)
14 During the mediation, the Parties discussed the risks of continued litigation, likelihood of
15 certification, and merits of the claims and defenses versus the benefits of settlement. (*Ibid.*) Under
16 the auspices of the mediator, the Parties managed to negotiate a settlement, the terms of which
17 were memorialized in the Agreement. (*Id.* at ¶ 24; Exhibits 2, 6.)

18 **ii. The Settlement Was Reached as a Result of Arm's-length Negotiations**

19 The Settlement was reached because of arm's-length negotiations. (Han Decl., *supra*, at ¶
20 27.) Though cordial and professional, the settlement negotiations have always been adversarial
21 and non-collusive in nature. (*Ibid.*) At the mediation, the Parties' counsel conducted extensive
22 arm's-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

23 Plaintiff and Class Counsel believe in the merits of the case but also recognize the expense
24 and length of additional proceedings necessary to continue the litigation. (Han Decl., *supra*, at ¶
25 28.) Plaintiff and Class Counsel have considered the uncertainty and risk of further litigation,
26 potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Plaintiff and Class
27 Counsel believe the settlement set forth in the Agreement is a fair, adequate, and reasonable
28 settlement and is in the best interests of the Class Members. (*Ibid.*)

1 **iii. The Settlement Is the Result of Thorough Investigation and Discovery**

2 The Parties thoroughly investigated and evaluated the factual strengths and weaknesses
3 of the claims and defenses and engaged in sufficient investigation, research, and discovery. (Han
4 Decl., *supra*, at ¶ 29.) The Settlement Agreement was only possible following significant
5 investigation and evaluation of the relevant policies and procedures in place and the data
6 produced. (*Ibid.*) This information permitted Class Counsel to engage in a comprehensive
7 analysis of liability and potential damages. (*Ibid.*) This case has reached the stage where the
8 Parties understand “the strength of the case; the reasonableness of the settlement in light of the
9 attendant risks of litigation, and in light of the best possible recovery” sufficient to support the
10 Settlement’s reasonableness, adequacy, and fairness. (Han Decl., *supra*, at ¶ 29; *Boyd v. Bechtel*
11 *Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

12 **c. Terms of the Proposed Settlement**

13 **i. Deductions from the Settlement**

14 The Parties agreed (subject to and contingent upon the Court’s approval) this case be
15 settled and compromised for a fixed total non-revisionary amount of \$485,000 (“Gross Settlement
16 Amount”), which includes: (1) Attorney Fee Award of up to \$169,750 (35% of the Gross
17 Settlement Amount); (2) Cost Award of up to \$25,000; (3) Class Representative Enhancement
18 Payment of up to \$10,000; (4) Administration Costs of up to \$15,000; and (5) PAGA Payment of
19 \$40,000. (Han Decl., *supra*, at ¶ 25.)

20 **ii. Calculation of the Individual Settlement Shares**

21 After all Court-approved deductions from the Gross Settlement Amount, it is estimated
22 that \$225,250 (“Net Settlement Amount”) will be distributed to Participating Class Members,
23 resulting in a gross *average* Individual Settlement Share of \$542.77. (Han Decl., *supra*, at ¶ 26.)

24 Individual Settlement Shares will be calculated using the formula set forth in the
25 Settlement Agreement. (Han Decl., *supra*, at ¶ 24; Exhibit 2, *supra*, at § III(G)(6)(f).) Eligible
26 Aggrieved Employees’ portion of the PAGA Payment will be calculated using the formula set
27 forth in the Settlement Agreement. (*Id.* at § III(G)(6)(e).)

28 ///

1 **iii. The Allocation of 20% to Wages and 80% to Penalties and Interest Is**
2 **Justified Under the Claims of this Action**

3 Individual Settlement Shares will be apportioned as follows: (1) twenty percent (20%) as
4 wages; and (2) eighty percent (80%) as interest and penalties. (Han Decl., *supra*, at ¶ 24; Exhibit
5 2, *supra*, at § III(G)(6)(f)(ii).)

6 The allocation of wages, penalties, and interest indicated above was based on the realistic
7 exposure that Plaintiff could expect to receive for meal and rest break premiums, unpaid wages,
8 and underpaid wages. (Han Decl., *supra*, at ¶ 47.) Plaintiff added the realistic exposure for rest
9 break premiums and meal break premiums (\$48,303.40 + \$101,437.13 = \$149,740.53). (*Ibid.*)
10 Plaintiff then added the \$149,740.53 to the low end realistic exposure for unpaid wages due to
11 off-the-clock work (\$149,740.53 + \$21,736.53 = \$171,477.06). (*Ibid.*) The realistic exposure of
12 \$171,477.06 that Plaintiff can expect to receive if he were to prevail at trial for meal and rest
13 break premiums and low end unpaid wages due to off-the-clock work represents about nineteen
14 percent (18.94%) of the low end total realistic exposure and PAGA penalties (\$171,477.06 ÷
15 \$905,471.82 = 0.18938 x 100 = 18.94%). (*Ibid.*) Because this represents about twenty percent
16 (20%) of wages, it is appropriate to apportion twenty percent (20%) of the Individual Settlement
17 Share as wages and eighty percent (80%) of the Individual Settlement Share as interest and
18 penalties pursuant to the Settlement Agreement. (*Ibid.*)

19 **iv. Notice to the Class**

20 Within fourteen (14) calendar days after entry of the Preliminary Approval Order,
21 Defendant shall deliver to the Settlement Administrator the Class Data. (Han Decl., *supra*, at ¶
22 24; Exhibit 2, *supra*, at § III(I)(2)(a).) Afterwards, the Settlement Administrator will conduct a
23 National Change of Address Database search for all Class Members to obtain the most up-to-date
24 address information. (*Ibid.*)

25 Within fourteen (14) calendar days after receiving the Class Data, the Settlement
26 Administrator will mail the Notice Packet to all identified Class Members via first-class regular
27 U.S. Mail, using the most current mailing address information available. (Han Decl., *supra*, at ¶
28 24; Exhibit 2, *supra*, at § III(I)(2)(b).)

1 **v. Distribution of Funds**

2 The Settlement will be funded and distributed in the manner and schedule set forth in the
3 Settlement Agreement. (Han Decl., *supra*, at ¶ 24; Exhibit 2, *supra*, at §§ III(G)(1), III(G)(2).)

4 Participating Class Members and Eligible Aggrieved Employees must cash or deposit
5 their settlement checks within one hundred eighty (180) calendar days after the checks are mailed
6 to them. (Han Decl., *supra*, at ¶ 24; Exhibit 2, *supra*, at § III(G)(4).) Uncashed settlement checks
7 will be paid to the California State Controller’s Unclaimed Property Division. (*Ibid.*)

8 **vi. Release of Claims**

9 As of the Effective Date and upon the fulfillment of Defendant’s payment obligations, all
10 Participating Class Members will be bound by a release of all claims and causes of action falling
11 under the Released Claims occurring during the Class Period. (Han Decl., *supra*, at ¶ 24; Exhibit
12 2, *supra*, at §§ I(II), III(J).)

13 As of the Effective Date and upon the fulfillment of Defendant’s payment obligations, the
14 LWDA, and any other representative, proxy, or agent thereof, including Plaintiff and Eligible
15 Aggrieved Employees, will be bound by a release of all claims and causes of action falling under
16 the PAGA Released Claims occurring during the PAGA Period. (Han Decl., *supra*, at ¶ 24;
17 Exhibit 2, *supra*, at §§ I(DD), III(K).) The PAGA Released Claims is effective regardless of
18 whether the Eligible Aggrieved Employee submits a valid and timely Exclusion Form. (*Ibid.*)

19 As of the Effective Date and upon the fulfillment of Defendant’s payment obligations, and
20 in exchange for the Class Representative Enhancement Payment to Plaintiff in recognition of the
21 work and efforts in obtaining the benefits for the Class and undertaking the risk of paying
22 litigation costs if this matter had not successfully resolved, Plaintiff provides a general release of
23 all claims for herself and any spouse, heirs, successors, and assigns. (Han Decl., *supra*, at ¶ 24;
24 Exhibit 2, *supra*, at § III(L).) With respect to this General Release, Plaintiff stipulates and agrees
25 that, as of the Effective Date, Plaintiff shall be deemed to have knowingly expressly waived and
26 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Civil
27 Code section 1542, or any other similar provision under federal or state law. (*Ibid.*)

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Regarding class action releases, “[A] court may release not only those claims alleged in the complaint and before the court, but also claims which ‘could have been alleged by reason of or in connection with any matter or fact set forth or referred to in’ the complaint.” (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.) The scope of the releases in this case are acceptable because they are limited to the scope of the allegations in the operative complaints. Moreover, the released claims are “based on *the identical factual predicate* as that underlying the claims in the settled class action.” (*Ibid.*) In other words, the released claims do not “go beyond the scope of the allegations in the operative complaint” (*Ibid.*)

d. Counsel for Both Parties Are Experienced in Similar Litigation

Counsel for both Parties are particularly experienced in wage-and-hour employment law and class actions. (Han Decl., *supra*, at ¶¶ 2-6; Exhibit 1.) Class Counsel have prosecuted numerous cases on behalf of employees for Labor Code violations and are experienced and qualified to evaluate the class claims, advantages, and disadvantages of settlement versus trial, and viability of the defenses. (*Ibid.*) Class Counsel’s experience guided their determination to endorse the Settlement Agreement.¹ (*Ibid.*)

IV. ARGUMENT

a. Class Action Settlements Are Subject to Court Review

Rules of Court, rule 3.769 requires court approval for class action settlements.² “Before final approval, the court must conduct an inquiry into the fairness of the proposed settlement.” (Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary approval of class settlements:

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¹ The final factor mentioned in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794 – the number of objectors – is not determinable until the Notice Packet has been provided to the Class Members, and they have had an opportunity to respond. This information will be provided to the Court in conjunction with the Motion for Final Approval of Class Action Settlement.

² The California Supreme Court authorized California’s trial courts to use Federal Rule 23 and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821; see *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where appropriate, the Parties Federal Rule 23 and federal case law in addition to California law.

1 (a) A settlement or compromise of an entire class action, or a cause of action in
2 a class action, or as to a party, requires the approval of the court after
3 hearing.

4 ...

5 (c) Any party to a settlement agreement may serve and file a written notice of
6 motion for preliminary approval of the settlement. The settlement
7 agreement and proposed notice to class members must be filed with the
8 motion, and the proposed order must be lodged with the motion.

9 Courts have discretion to approve settlements that are fair, not collusive, and consider
10 “all the normal perils of litigation as well as the additional uncertainties inherent in complex
11 class actions.” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert.
12 den. *sub nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n* (1981) 452 U.S. 905.)

13 **b. The Proposed Settlement Is a Reasonable Compromise of Claims**

14 Understanding the amount in controversy is an important factor if settlement “of the class
15 members’ claims is reasonable in light of the strengths and weaknesses of the claims and the risks
16 of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129;
17 see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.)
18 The most important factor is “the strength of the case for plaintiffs on the merits, balanced
19 against the amount offered in settlement.” (*Kullar*, at p. 130; see also *Munoz*, at p. 409.)

20 *Kullar* instructs the court is not to “decide the merits of the case or to substitute its
21 evaluation of the most appropriate settlement for that of the attorneys.” (*Kullar v. Foot Locker
22 Retail, Inc., supra*, 168 Cal.App.4th at p. 133.) *Kullar* does not require a statement of the
23 maximum sum the class could recover if the plaintiff prevailed on all claims, provided there is a
24 record allowing “an understanding of the amount that is in controversy and the realistic range of
25 outcomes of the litigation.” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles, supra*, 186
26 Cal.App.4th at p. 409.) “[A]s the court does when it approves a settlement as in good faith under
27 Code of Civil Procedure § 877.6, the court must at least satisfy itself that the class settlement is
28 within the ‘ballpark’ of reasonableness.” (*Kullar*, at p. 133.)

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1 **i. The Settlement Amount of \$485,000 Is Fair and Reasonable**

2 The Settlement was only possible following significant investigation and evaluation of the
3 relevant policies and procedures and the data produced for the putative class, as referenced in
4 Section III(b) above, permitting Class Counsel to engage in a comprehensive analysis of liability
5 and potential damages. (Han Decl., *supra*, at ¶ 29.)

6 This investigation and evaluation informed the central theories of liability that are
7 predicated on the alleged: (1) failure to pay overtime wages; (2) failure to provide meal and rest
8 breaks and pay applicable premiums; (3) failure to pay minimum wages; (4) failure to timely pay
9 wages; (5) failure to issue compliant wage statements; (6) failure to reimburse business expenses;
10 (7) violation of PAGA; and (8) violation of Business & Professions Code sections 17200. (Han
11 Decl., *supra*, at ¶ 30.) Defendant vehemently denies the theories of liability. (*Id.* at ¶ 31.)

12 While Plaintiff believes that the case is suitable for certification, uncertainties with respect
13 to certification are always present. (Han Decl., *supra*, at ¶ 32.) As the California Supreme Court
14 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is
15 a matter of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug Stores,*
16 *Inc.* have reached different conclusions concerning certification of wage-and-hour claims.³ (*Ibid.*)
17 These factors led to discounting the calculations of the potential damages.

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25 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
26 of class claiming misclassification and ordering summary adjudication in favor of employees],
27 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
28 illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440
[affirming decertification of class claiming misclassification]; *Aguilar v. Cintas Corp. No. 2*
(2006) 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006)
141 Cal.App.4th 1422 [affirming denial of certification].)

1 **ii. The PAGA Payment of \$40,000 Is Reasonable**

2 The provisions of the Labor Code potentially triggering PAGA penalties include, but are
3 not limited to, Labor Code sections 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 229, 510,
4 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*, at ¶
5 40.) Defendant asserted, regardless of the results of the underlying causes of action, PAGA
6 penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant maintained that
7 it had a strong argument that it would be unjust to award maximum PAGA penalties given the
8 law’s unsettled state. (Han Decl., *supra*, at ¶ 40; *Thurman v. Bayshore Transit Mgmt.* (2012) 203
9 Cal.App.4th 1112 [reducing penalties by 30% under this authority].) Without stacking and limited
10 to the initial violation, the PAGA penalties would be limited to **\$5,500** (55 employees x \$100
11 initial violation) on the low end and **\$33,000** (55 employees x \$100 initial violation x 6 theories
12 of recovery) on the high end. (Han Decl., *supra*, at ¶¶ 41-44.)

13 Plaintiff also recognized the risk any PAGA award could be reduced. (Han Decl., *supra*,
14 at ¶ 45.) Many of the causes of action brought were duplicative of the statutory claims. (*Ibid.*)
15 The maximum penalties for each pay period are likely not justified, and it was arguable the Court
16 would award the maximum penalties. (*Ibid.*) Thus, allocating \$40,000 to PAGA civil penalties
17 was reasonable given that Defendant is paying an additional \$445,000 in the class settlement.
18 (*Ibid.* When PAGA penalties are negotiated in good faith and “there is no indication that [the]
19 amount was the result of self-interest at the expense of other Class Members,” such amounts are
20 generally considered reasonable.⁴ (*Ibid.*)

21 Considering the defenses, supporting evidence, and position that the case is not suitable
22 for class treatment, the settlement amount is reasonable, adequate, and fair.

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26 ⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-00844 EDL) 2009
27 U.S.Dist.LEXIS 33900, at *24; see, e.g., *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576,
28 579, “[T]rial court did not abuse its discretion in approving a settlement which does not allocate
any damages to the PAGA claims”).

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about **\$3,691,050.70** on the low end and **\$3,760,055.55** on the high end. (Han Decl., *supra*, at ¶ 46.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$552,038.80	75%	65%	\$48,303.40
Meal Break Premiums	\$828,058.20	65%	65%	\$101,437.13
Overtime/Minimum Wage: Off-the-Clock Work	\$138,009.70 to \$207,014.55	65%	55%	\$21,736.53 to \$32,604.79
Unreimbursed Business Expenses	\$98,944	35%	65%	\$22,509.76
Wage Statement Penalty	\$220,000	55%	55%	\$44,550
Waiting Time Penalty	\$1,854,000	55%	55%	\$375,435
MAXIMUM TOTAL EXPOSURE	\$3,691,050.70 to \$3,760,055.55⁵			\$613,971.82 to \$624,840.08⁶

Based on this analysis, the realistic recovery is **\$613,971.82** on the low end and **\$624,840.08** on the high end. (Han Decl., *supra*, at ¶ 54.) The Gross Settlement Amount is about thirteen percent (12.90%) of the maximum potential exposure and seventy-seven percent (77.62%) the maximum realistic exposure, which is a reasonable settlement. (*Ibid.*)

The only question at preliminary approval is whether the settlement is within the range of possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D. Cal. 2007) 240 F.R.D. 564, 575.) “The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.” (*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual

⁵ (Han Decl., *supra*, at ¶¶ 33-39.)

⁶ (*Id.* at ¶¶ 48-53.)

1 settlements. The proposed settlement is not to be judged against a hypothetical or speculative
2 measure of what might have been achieved by the negotiators”). Nevertheless, this settlement is
3 in line with the realistic exposure if Plaintiff had prevailed at trial and provides significant
4 recovery for the Class Members.

5 **d. Conditional Certification of the Class Is Appropriate**

6 Code of Civil Procedure section 382 “authorizes class actions ‘when the question is one
7 of a common or general interest, of many persons, or when the parties are numerous, and it is
8 impracticable to bring them all before the court.’” (*Sav-On Drug Stores, Inc. v. Superior Court*,
9 *supra*, 34 Cal.4th at p. 326.) California courts certify class actions if plaintiff identifies “both [1]
10 an ascertainable class and [2] a well-defined community of interest among class members.” (*Ibid.*)

11 The Class is ascertainable and numerous as to make it impracticable to join all Class
12 Members, and there are common questions of law and fact that predominate over any questions
13 affecting any individual Class Member. (Han Decl., *supra*, at ¶ 55.) Plaintiff contends that, as a
14 former hourly-paid, non-exempt employee of Defendant, his claims are typical of the claims of
15 the Class, and Class Counsel will fairly and adequately protect the interests of the Class. (*Ibid.*)
16 Plaintiff also asserts that the prosecution of separate actions by individual Class Members would
17 create the risk of inconsistent or varying adjudications, and a class action is superior to other
18 available means for the fair and efficient adjudication of the case. (*Ibid.*)

19 **i. The Proposed Class Is Ascertainable and Sufficiently Numerous**

20 “Ascertainability is required in order to give notice to putative class members as to whom
21 the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001)
22 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs
23 by describing a set of common characteristics sufficient to allow a member of that group to
24 identify himself or herself as having a right to recover based on the description.” (*Bartold v.*
25 *Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be
26 sufficiently numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

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1 This case involves about four hundred fifteen (415) Class Members, meaning the Class is
2 sufficiently numerous. (Han Decl., *supra*, at ¶ 56; *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169
3 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current and former
4 employees” is sufficiently numerous].).)

5 **ii. The Class Members Share a Well-defined Community of Interest**

6 The community of interest requirement “embodies three factors: (1) predominant common
7 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
8 (3) class representatives who can adequately represent the class.” (*Sav-On Drug Stores, Inc. v.*
9 *Superior Court*, *supra*, 34 Cal.4th at p. 326.) “[T]he community of interest requirement for
10 certification *does not mandate that class members have uniform or identical claims.*” (*Capitol*
11 *People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692
12 (emphasis in original).) Rather, courts focus on the defendant’s internal policies and “pattern and
13 practice . . . in order to assess whether that common behavior toward similarly situated plaintiffs
14 renders class certification appropriate.” (*Ibid.*)

15 **1. Common Issues Predominate**

16 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory
17 of recovery’ is likely to prove compatible with class treatment.” (*Capitol People First v.*
18 *Department of Developmental Services*, *supra*, 155 Cal.App.4th at p. 690.) In other words, courts
19 determine whether the elements necessary to establish liability are susceptible to common proof,
20 even if the class members must individually prove their damages. (*Brinker Restaurant Corp. v.*
21 *Superior Court* (2012) 53 Cal.4th 1004, 1024). These types of claims are regularly granted class
22 certification when the plaintiff can present evidence of common policies. (See e.g. *Jones v. JGC*
23 *Dallas LLC* (N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS
24 185042 [certified collective action involving 190 dancers]; *Espinoza v. Galardi South Enters.*
25 (S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS 2904 [court
26 certified class of dancers on state law claims].)

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1 Plaintiff asserts common issues of fact and law predominate as to each of the claims
2 alleged. (Han Decl., *supra*, at ¶ 57.) Plaintiff contends that all Class Members were subject to the
3 same or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

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

5 Typical claims rely on legal theories and facts that are substantially like those of other
6 class members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

7 Plaintiff is a former employee of Defendant and alleges he and the Class Members were
8 employed by the same company and injured by the common policies and practices related to the
9 claims described above. (Han Decl., *supra*, at ¶ 58.) Plaintiff seeks relief for these claims and
10 derivative claims on behalf of the Class. (*Ibid.*) Plaintiff's claims arise from the same employment
11 practices and are based on the same legal theories as those applicable to the Class. (*Ibid.*)

12 **3. Plaintiff Is Adequate to Represent the Class**

13 Plaintiff has proven to be an adequate class representative. (Han Decl., *supra*, at ¶
14 59.) Plaintiff has conducted himself diligently and responsibly in representing the Class,
15 understands the fiduciary obligations, and has actively participated in the prosecution of this case.
16 (*Ibid.*) Plaintiff has spent time in meetings and conferences with Class Counsel to provide Class
17 Counsel with a complete understanding of the work environment and requirements. (*Ibid.*)
18 Plaintiff has no interest adverse to the interests of the Class. (*Ibid.*)

19 **4. Class Action Is Superior for the Fair and Efficient** 20 **Adjudication of this Controversy**

21 A class action is superior to other available means for the fair and efficient adjudication
22 of this controversy. Plaintiff contends that the joinder of all Class Members is impractical and
23 that class treatment will permit many similarly situated persons to prosecute their common claims
24 for settlement purposes simultaneously in a single forum without the duplication of effort and
25 expense numerous individual actions would necessitate. Because some Class Members may still
26 be current employees, Plaintiff believes that fear of retaliation further supports the superiority of
27 class-wide relief as this fear often discourages current employees from seeking legal redress.

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1 **e. The Settlement Is Fair, Reasonable, and Adequate**

2 In deciding to approve a proposed class action settlement under Code of Civil Procedure
3 section 382, the Court must find a proposed settlement is “fair, adequate and reasonable.” (*Dunk*
4 *v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1801.) A proposed class action settlement is
5 presumed fair under the following: (1) parties reached settlement after arm’s-length negotiations;
6 (2) investigation and discovery were sufficient to allow counsel and the court to act intelligently;
7 (3) counsel is experienced in similar litigation; and (4) percentage of objectors is small. (*Dunk v.*
8 *Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802.) All these elements are present here.

9 **f. Notice to Class Members Complies with Rules of Court, Rule 3.769(f)**

10 Rules of Court, rule 3.769(f), provides:

11 If the court has certified the action as a class action, notice of the final approval
12 hearing must be given to class members in the manner specified by the court. The
13 notice must contain an explanation of the proposed settlement and procedures for
14 class members to follow in filing written objections to it and in arranging to appear
at the settlement hearing and state any objections to the proposed settlement.

15 The Notice Packet meets all these requirements. The Notice Packet advises the Class
16 Members of their right to participate in the Settlement, how and when to object to or request
17 exclusion from the Settlement, and date, time, and location of the Final Approval Hearing.

18 **V. CONCLUSION**

19 Plaintiff submits that the Settlement Agreement is in the best interests of the Class
20 Members. Under the applicable class action criteria and guidelines, the Settlement should be
21 preliminarily approved by the Court, Class should be conditionally certified for purposes of
22 settlement only, and Notice Packet should be approved.

23
24 Dated: February 20, 2025

JUSTICE LAW CORPORATION

25 By: 
26 Douglas Han
27 Attorneys for Plaintiff
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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On February 20, 2025, I served the foregoing document described as

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

for the following case: **Carter v. Dekra-Lite Industries, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM- 1076053-25**
Court Case No.: 30-2022-01276546-CU-OE-CXC
Orange County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on February 20, 2025, at Pasadena, California.



Christina Castro