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

PRECIOUS WOODS, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

v.

M. D. ATKINSON COMPANY, INC., a  
California corporation; and DOES 1 through  
100, inclusive;

Defendants.

Case No.: BCV-25-101232

Assigned for All Purposes to:  
Honorable T. Mark Smith  
Department T2

**CLASS ACTION**

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

*[Declaration of Proposed Class Counsel  
(Douglas Han); and [Proposed] Order filed  
concurrently herewith]*

Hearing Date: December 10, 2025  
Hearing Time: 8:30 a.m.  
Hearing Place: Courtroom T2

Complaint Filed: April 4, 2025  
Trial Date: None Set

1           **PLEASE TAKE NOTICE** that on December 10, 2025 at 8:30 a.m. or as soon as the matter  
2 may be heard, before the Honorable T. Mark Smith in Department T2 of the Kern County Superior  
3 Court located at 3131 Arrow Street, Bakersfield, California 93308, Plaintiff Precious Woods  
4 (“Plaintiff”) will and hereby does move for an order:

- 5           • Granting Preliminary Approval of the class action settlement described herein and  
6           as set forth in the Joint Stipulation and Settlement Agreement (“Settlement  
7           Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit 2** to the  
8           Declaration of Douglas Han, including, and not limited to, the means of allocation  
9           and distribution of funds;
- 10          • Approving the Notice of Class Action Settlement and Claim Form (“Notice  
11          Packet”) attached as **Exhibit A** and **Exhibit B** to the Agreement respectively;
- 12          • Directing the mailing of the Notice Packet with a postage-paid return envelope to  
13          the Class Members;
- 14          • Approving the proposed deadlines for the claims administration process;
- 15          • Conditionally certifying the Class for settlement purposes only;
- 16          • Appointing Justice Law Corporation as Class Counsel;
- 17          • Approving CPT Group, Inc. as the Administrator
- 18          • Appointing Plaintiff as the class representative; and
- 19          • Scheduling a hearing to consider whether to grant Final Approval of the Settlement  
20          Agreement, at which time the Court will also consider whether to grant Final  
21          Approval of the requests for the Attorneys’ Fees and Costs, Class Representative  
22          Service Payment, Administration Costs, and approval of the allocation of the  
23          Private Attorney General Act of 2004 (“PAGA”) Penalties.

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

5  
6 Dated: October 31, 2025

**JUSTICE LAW CORPORATION**

7 By:   
8 Douglas Han  
9 *Attorney for Plaintiff*  
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1     **I.     INTRODUCTION**

2             This motion seeks preliminary approval of a reversionary proposed wage-and-hour class  
3 action settlement by Plaintiff on behalf of herself and all current and former hourly-paid or non-  
4 exempt employees of Defendant M.D. Atkinson Company, Inc. (“Defendant”) within the State of  
5 California at any time during the period from April 4, 2021, through December 2, 2025 or the date  
6 of preliminary approval, whichever date is earlier (“Class” “and “Class Period”). From April 4,  
7 2021, through the date of mediation, the number of Class Members is estimated to be one hundred  
8 twenty-four (124), which was confirmed by Defendant. (Declaration of Douglas Han In Support  
9 of Motion for Preliminary Approval of Class Action Settlement (“Han Decl.”), ¶¶ 8, 9.)

10    **II.    BACKGROUND**

11             On January 24, 2025, Plaintiff provided written notice to the California Labor and  
12 Workforce Development Agency and Defendant. (Han Decl., *supra*, at ¶ 10; Exhibit 3.)

13             On April 4, 2025, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court  
14 of California, County of Kern, alleging nine (9) causes of action, including a PAGA cause of  
15 action. (Han Decl., *supra*, at ¶ 11; Exhibit 4.)

16             After engaging in discovery, investigations, and negotiation, on September 2, 2025, the  
17 Parties attended mediation with the mediator Deborah Crandall Saxe that resulted in the settlement  
18 of this matter. (Han Decl., *supra*, at ¶ 12.)

19    **III.   INVESTIGATION/ LITIGATION HISTORY**

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

21             After initiating this lawsuit, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 14.)  
22 Plaintiff drafted and propounded special interrogatories and requests for production of documents.  
23 (*Ibid.*) The Parties then met and conferred and agreed to engage in an informal exchange of  
24 information and then eventually attended mediation. (*Ibid.*)

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

6 Based on the information provided by Defendant and interviews with putative class  
7 members, Plaintiff contends – and Defendant denies – Defendant: (1) failed to provide employees  
8 with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3)  
9 failing to factor non-discretionary bonuses into employees’ regular rate of pay; (4) maintaining an  
10 illegal rounding practice; (5) failed to reimburse employees for necessary business expenses; (6)  
11 issued noncompliant wage statements; and (7) is liable for waiting time penalties. (Han Decl.,  
12 *supra*, at ¶¶ 17-25.)

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

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

15 The Parties attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 26.)  
16 Under the auspices of the mediator, the Parties reached a settlement, the terms of which were  
17 memorialized in the Settlement Agreement. (*Id.* at ¶ 26; Exhibits 2, 5.)

18 **ii. The Settlement Was Reached Through Arm’s-Length Negotiations**

19 The Settlement Agreement was reached because of arm’s-length negotiations. (Han Decl.,  
20 *supra*, at ¶ 29.) Though cordial and professional, the settlement negotiations have always been  
21 adversarial and non-collusive in nature. (*Ibid.*) At the mediation, the Parties’ counsel conducted  
22 extensive arm’s-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

23 Plaintiff and Class Counsel recognize the expense and length of additional proceedings  
24 necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶  
25 30.) Plaintiff and Class Counsel also considered the uncertainty and risk of further litigation,  
26 potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Based on the  
27 foregoing, Plaintiff and Class Counsel believe that the Settlement is a fair, adequate, and  
28 reasonable settlement and is in the best interests of Class Members. (*Ibid.*)

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

2           The Parties investigated and evaluated the strengths and weaknesses of the claims and  
3 defenses before reaching the Settlement and engaged in research and discovery to support the  
4 Settlement. (Han Decl., *supra*, at ¶ 31.) The Settlement was only possible following significant  
5 investigation and evaluation of the relevant policies and practices, permitting Class Counsel to  
6 engage in a comprehensive analysis of liability and potential damages. (*Ibid.*) This case has  
7 reached the stage where the Parties understand “the strength of the case; the reasonableness of the  
8 settlement in light of the attendant risks of litigation, and in light of the best possible recovery”  
9 sufficient to support the Settlement’s reasonableness, adequacy, and fairness. (Han Decl., *supra*,  
10 at ¶ 31; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

11                   **c. Terms of the Settlement**

12                   **i. Deductions from the Settlement**

13           The Parties agreed that this matter be settled for the reversionary sum of \$550,000 (“Gross  
14 Settlement Amount”) that includes: (1) attorneys’ fees up to \$192,500 (35% of the Gross  
15 Settlement Amount); (2) attorneys’ costs up to \$20,000; (3) Class Representative Service Payment  
16 up to \$7,500; (4) Administration Costs up to \$10,000; and (5) PAGA Penalties up to \$27,500. (Han  
17 Decl., *supra*, at ¶ 27.)

18                   **ii. Calculating Settlement Payments**

19           The Net Settlement Amount is estimated to be \$292,500. (Han Decl., *supra*, at ¶ 28.) The  
20 amount to be distributed to the Claimants will equal at least fifty percent (50%) of the Net  
21 Settlement Amount. (*Ibid.*) Any unclaimed amounts above fifty percent (50%) of the Net  
22 Settlement Amount will be the exclusive property of Defendant. (*Ibid.*)

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1 The Claimants will receive a proportionate share of the Net Settlement Amount using the  
2 formula set forth in the Agreement. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at ¶ 52.) If the  
3 total Individual Settlement Payments to the Claimants would equal less than fifty percent (50%)  
4 of the Net Settlement Amount, the Administrator will proportionately increase the Individual  
5 Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal  
6 fifty percent (50%) of the Net Settlement Amount. (*Id.* at ¶¶ 28, 52.) All Individual Settlement  
7 Payments will be allocated twenty percent (20%) as wages and eighty percent (80%) as interest,  
8 penalties, and other non-wages. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at ¶ 53.)

9 The portion of the PAGA Penalties that is to be paid to each Aggrieved Employee shall be  
10 determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 26;  
11 Exhibit 2, *supra*, at ¶ 50.) The Aggrieved Employees' portion of the PAGA Penalties will be  
12 allocated as one hundred percent (100%) penalties. (*Id.* at ¶ 53.)

### 13 **iii. Notice to the Class**

14 Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the  
15 Class Data(s) to the Administrator. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at ¶ 59.) Within  
16 fourteen (14) calendar days of receiving the Class Data(s), the Administrator will mail a Notice  
17 Packet to all the Class Members via regular First-Class U.S. Mail, using the most current, known  
18 mailing addresses available. (*Id.* at ¶ 60.)

### 19 **iv. Distribution of Funds**

20 The Gross Settlement Amount will be funded pursuant to the timeline and manner set forth  
21 in the Settlement Agreement. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at ¶¶ 45, 46.) The  
22 uncashed settlement checks will be transmitted to California Controller's Unclaimed Property  
23 Fund in the name of the Claimants. (*Id.* at ¶ 56.)

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1                                   **v. Release of Claims**

2           Effective on the date when Defendant funds the entire Gross Settlement Amount and all  
3 employer's share of payroll taxes owed on the wage portion of the Individual Settlement Payments,  
4 all the Settlement Class Members, on behalf of themselves and their former and present  
5 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the  
6 Released Parties from the Released Class Claims. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at  
7 ¶ 58(b).)

8           Effective on the date when Defendant funds the entire Gross Settlement Amount and all  
9 employer's share of payroll taxes owed on the wage portion of the Individual Settlement Payments,  
10 all the Aggrieved Employees are deemed to release, on behalf of themselves and their former and  
11 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the  
12 Released Parties from the Released PAGA Claims. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at  
13 ¶ 58(c).)

14           Effective on the date when Defendant funds the entire Gross Settlement Amount and all  
15 employer's share of payroll taxes owed on the wage portion of the Individual Settlement Payments,  
16 Plaintiff and Plaintiff's former and present spouses, representatives, agents, attorneys, heirs,  
17 administrators, successors, and assigns generally release and discharge the Released Parties from  
18 the Plaintiff's Release. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at ¶ 58(a).) Furthermore,  
19 Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section  
20 1542 of the Civil Code. (*Ibid.*)

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

1                   **d. Counsel for Both Parties Are Experienced in Similar Litigation**

2                   The Parties' counsel are experienced in wage-and-hour employment law and class actions.  
3 (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.) Class Counsel have prosecuted numerous cases on behalf  
4 of employees for Labor Code violations and are experienced and qualified to evaluate the class  
5 claims, settlement versus trial on a fully informed basis, and viability of the defenses. (*Ibid.*) This  
6 experience instructed Class Counsel on the risks and uncertainties of further litigation and guided  
7 their determination to endorse the Settlement Agreement.<sup>1</sup> (*Ibid.*)

8                   **IV. ARGUMENT**

9                   **a. Class Action Settlements Are Subject to Court Review**

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

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

16                  ...

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

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

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24                  <sup>1</sup>       The final factor mentioned in *Dunk* – the number of objectors – is not determinable until  
25 the Notice Packet has been provided to the Class, and they have had an opportunity to respond.  
26 This information will be provided to the Court in conjunction with the Motion for Final Approval.

27                  <sup>2</sup>       The California Supreme Court has also authorized California's trial courts to use Federal  
28 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 cite Federal Rule 23 and federal case law in addition to California law.

1                   **b. The Settlement Is a Reasonable Compromise of Claims**

2           An understanding of the amount in controversy is an important factor in whether the  
3 settlement “of the class members’ claims is reasonable in light of the strengths and weaknesses of  
4 the claims and the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168  
5 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186  
6 Cal.App.4th 399, 409.) The most important factor in this regard is ““the strength of the case for  
7 plaintiffs on the merits, balanced against the amount offered in settlement.”” (*Kullar*, at p. 130;  
8 see also *Munoz*, at p. 409.)

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

18                   **i. The Settlement Amount of \$550,000 Is Fair and Reasonable**

19           The Settlement Agreement was only possible following significant investigation and  
20 evaluation of the relevant policies and procedures, as well as the data produced, as referenced in  
21 Section III above, permitting Class Counsel to engage in a comprehensive analysis of liability and  
22 potential damages. (Han Decl., *supra*, at ¶ 31.)

23           The claims are predicated on the alleged: (1) failure to pay overtime wages; (2) failure to  
24 pay minimum wages; (3) failure to provide meal and rest breaks and pay applicable premium  
25 wages; (4) failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure  
26 to reimburse business expenses; (7) violation of PAGA; and (8) violation of Business &  
27 Professions Code section 17200. (Han Decl., *supra*, at ¶ 32.) Defendant vehemently denies the  
28 theories of liability. (*Id.* at ¶ 33.)

1 While Plaintiff believes that the case is suitable for certification, uncertainties with respect  
2 to certification are always present. (Han Decl., *supra*, at ¶ 34.) As the California Supreme Court  
3 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is  
4 always a matter of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*  
5 *Stores, Inc.* have reached different conclusions regarding certification of wage-and-hour claims.<sup>3</sup>  
6 (*Ibid.*) The calculations for potential damages were discounted.

7 **ii. The PAGA Penalties of \$27,500 Is Reasonable**

8 The provisions of the Labor Code potentially triggering PAGA penalties in this case  
9 include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5,  
10 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*,  
11 at ¶ 44.) Defendant asserted that, regardless of the results of the underlying causes of action, PAGA  
12 penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained  
13 that it had a strong argument that it would be unjust to award maximum PAGA penalties given the  
14 current unsettled state of the law regarding PAGA penalties. (Han Decl., *supra*, at ¶ 44; *Thurman*  
15 *v. Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this  
16 authority].) Furthermore, Defendant argued that when limited to the initial violation, the PAGA  
17 penalties would be limited to about **\$8,300** (83 employees x \$100 penalty for initial violation) on  
18 the low end and **\$49,800** (83 employees x \$100 penalty for initial violation x 6 theories of recovery)  
19 on the high end. (Han Decl., *supra*, at ¶¶ 45-47.)

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25 <sup>3</sup> (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]; *Aguiar 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].)

Plaintiff recognized the risk that any PAGA award could be reduced. (Han Decl., *supra*, at ¶ 48.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*) Thus, allocating \$27,500 to PAGA civil penalties was reasonable given that Defendant is also paying an additional \$522,500 in the class settlement. (*Ibid.*) When PAGA penalties are negotiated in good faith and “there is no indication that [the] amount was the result of self-interest at the expense of other Class Members,” such amounts are reasonable.<sup>4</sup> (*Ibid.*)

Considering the defenses, supporting evidence, and position that the case is not suitable for class treatment, the Settlement Agreement is reasonable, adequate, and fair.

### 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 **\$1,293,576.24** on the low end and around **\$1,496,037** on the high end. (Han Decl., *supra*, at ¶ 49.)

| Category                                     | Potential Exposure                                            | Certification Risk | Merits Risk | Realistic Exposure                                           |
|----------------------------------------------|---------------------------------------------------------------|--------------------|-------------|--------------------------------------------------------------|
| Rest Break Premiums                          | \$228,060.72                                                  | 65%                | 60%         | \$31,928.50                                                  |
| Meal Break Premiums                          | \$66,814.08                                                   | 55%                | 50%         | \$15,033.17                                                  |
| Overtime/Minimum Wage:<br>Off-the-Clock Work | \$404,921.52<br>to<br>\$607,382.28                            | 50%                | 50%         | \$101,230.38<br>to<br>\$151,845.57                           |
| Regular Rate                                 | \$22,168                                                      | 25%                | 50%         | \$8,313                                                      |
| Rounding                                     | \$16,703.52                                                   | 35%                | 50%         | \$5,428.64                                                   |
| Unreimbursed Business Expenses               | \$99,144                                                      | 25%                | 70%         | \$22,307.40                                                  |
| Wage Statement Penalty                       | \$219,950                                                     | 35%                | 35%         | \$92,928.88                                                  |
| Waiting Time Penalty                         | \$235,814.40                                                  | 35%                | 35%         | \$99,631.58                                                  |
| <b>MAXIMUM TOTAL EXPOSURE</b>                | <b>\$1,293,576.24</b><br>to<br><b>\$1,496,037<sup>5</sup></b> |                    |             | <b>\$376,801.55</b><br>to<br><b>\$427,416.74<sup>6</sup></b> |

<sup>4</sup> (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009 U.S.Dist.LEXIS 33900, at \*24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579, “[T]rial court did not abuse its discretion in approving a settlement which does not allocate any damages to the PAGA claims”).)

<sup>5</sup> (Han Decl., *supra*, at ¶¶ 35-43.)

<sup>6</sup> (*Id.* at ¶¶ 50-57.)

1 The total estimated realistic exposure is about **\$376,801.55** on the low end and **\$427,416.74**  
2 on the high end. (Han Decl., *supra*, at ¶ 58.) The Gross Settlement Amount is about thirty-six  
3 percent (36.76%) of the maximum potential exposure and around one hundred twenty-eight  
4 percent (128.68%) of the maximum realistic exposure at trial. (*Ibid.*)

5 The only question at preliminary approval is whether the settlement is within the range of  
6 possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594  
7 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D. Cal. 2007) 240 F.R.D. 564, 575.) “The fact  
8 that a proposed settlement may only amount to a fraction of the potential recovery does not, in and  
9 of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.”  
10 (*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska*  
11 *P’ship* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of outcome in litigation  
12 and avoidance of wasteful and expensive litigation that induce consensual settlements. The  
13 proposed settlement is not to be judged against a hypothetical or speculative measure of what  
14 might have been achieved by the negotiators”). This settlement is in line with the realistic exposure  
15 if Plaintiff prevailed at trial and provides a significant recovery for the Class.

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

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

22 The Class is ascertainable and numerous as to make it impracticable to join all Class  
23 Members, and there are common questions of law and fact that predominate over any questions  
24 affecting any individual Class Member. (Han Decl., *supra*, at ¶ 59.) Plaintiff contends that her  
25 claims are typical of the claims of the Class, and Class Counsel will fairly and adequately protect  
26 the interests of the Class. (*Ibid.*) Plaintiff asserts that the prosecution of separate actions by  
27 individual Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

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

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

9                   This case involves approximately one hundred twenty-four (124) Class Members, meaning  
10 that the Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 55.) All the Class Members can and  
11 will be identified by the Administrator through a review of Defendant’s employment records  
12 regarding hourly-paid, non-exempt persons employed during the Class Period. (*Ibid.*)

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

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

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Plaintiff asserts common issues of fact and law predominate as to each of the claims alleged. (Han Decl., *supra*, at ¶ 61.) Plaintiff contends that all Class Members were subject to the same or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

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

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Plaintiff has proven to be an adequate class representative. (Han Decl., *supra*, at ¶ 63.) Plaintiff conducted herself diligently and responsibly in representing the Class, understands the fiduciary obligations, and actively participated in the prosecution of this case. (*Ibid.*) Plaintiff spent time in meetings and conferences with Class Counsel to provide them with a complete understanding of the work experience and environment. (*Ibid.*) Plaintiff also has no interest averse to the interests of the other Class Members. (*Ibid.*)

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

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

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

In deciding whether to approve a proposed class action settlement under Code of Civil Procedure section 382, the Court must find that a proposed settlement is “fair, adequate and reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class action settlement is presumed fair under the following circumstances: (1) parties reached settlement after arm’s-length negotiations; (2) investigation and discovery were sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) percentage of objectors is small. (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802.) All these elements are present herein.

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If the court has certified the action as a class action, notice of the final approval hearing must be given to class members in the manner specified by the court. The notice must contain an explanation of the proposed settlement and procedures for 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.

## V. CONCLUSION

Dated: October 31, 2025

By:

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NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL

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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 October 31, 2025, I served the foregoing document described as

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

for the following case:      **Precious Woods v. M. D. Atkinson Company, Inc.**  
LWDA/Court Case No.:      **LWDA Case No.: CM- 1075396-25**  
                                         **Court Case No.: BCV-25-101232**  
                                         **Kern 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 October 31, 2025, at Pasadena, California.

  
\_\_\_\_\_  
Christina Castro